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8 **Attorney for Plaintiffs**

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10 **UNITED STATES DISTRICT COURT**
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

11

12 IN RE: CHRYSLER-DODGE-JEEP
ECODIESEL MARKETING, SALES
PRACTICES, AND PRODUCT
LIABILITY LITIGATION

MDL DOCKET NO. 2777 EMC

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15 This documents relates to Case No.:
16 3:18-cv-06308-EMC, Roger Lucas, et al. vs.
FCA US LLC, et al.

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18 **FIRST AMENDED COMPLAINT AND JURY TRIAL DEMAND**

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20 Plaintiffs listed and set forth herein below file this First Amended Complaint and Jury
21 Trial Demand complaining of (1) the Defendants collectively referred to as “Fiat Chrysler”: FCA
22 US LLC (“FCA”), Fiat Chrysler Automobiles N.V. (“Fiat”); (2) the Defendants collectively
23 referred to as “VM Motori”: VM Motori S.p.A. (“VM Italy”) and VM North America, Inc. (“VM
24 America”); and (3) the Defendants collectively referred to as “Bosch”: Robert Bosch GmbH
25 (“Bosch GmbH”), and Robert Bosch, LLC (“Bosch LLC”) and for cause of action would show.

26

27 **INTRODUCTION**

28 1. This action arises out of an international race to the bottom. Fiat Chrysler, a

1 rival of automaker Volkswagen struggling to compete on the world stage, sought to grab a piece
2 of the U.S. “clean” diesel market with 2014-2016 EcoDiesel® trucks marketed under the Jeep
3 Grand Cherokee and Ram 1500 model names (the “Fraudulent Vehicles”). But like Volkswagen,
4 Fiat Chrysler fought dirty. That is, like Volkswagen did with its “clean diesels,” Fiat Chrysler
5 concealed from regulators and consumers alike that the EcoDiesel® trucks were far from “Eco.”
6

7 2. As the Environmental Protection Agency (“EPA”) has since discovered, Fiat
8 Chrysler, by and through FCA, concealed emission treatment software features in the Fraudulent
9 Vehicle engine’s diesel controls on applications for EPA Certificates of Conformity (“COCs”)
10 and California Air Resources Board (“CARB”) Executive Orders (“EOs”). This hidden software,
11 designed and implemented by Bosch GmbH and Bosch LLC, allowed the Fraudulent Vehicles
12 to “pass” emission testing and obtain COCs and EOIs so that Fiat Chrysler could import and sell
13 the Fraudulent Vehicles in the U.S. and California, respectively. Once on America’s roads,
14 however, the emission controls are de-activated or severely restricted such that the Fraudulent
15 Vehicles spew much higher amounts of polluting nitrogen oxides (“NOx”) than permitted by
16 law.
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18 3. On January 12, 2017, the EPA issued a Notice of Violation (“NOV”) against
19 Fiat and FCA for failing “to disclose [eight] Auxiliary Emission Control Devices (AECDs)” in
20 the 2014-2016 FCA Ram 1500s and Jeep Grand Cherokees. In the NOV, the EPA explained
21 that, despite having the opportunity to do so, Fiat and FCA failed to refute that the “principal
22 effect of one or more of these AECDs was to bypass, defeat, or render inoperative one or more
23 elements of design installed to comply with emissions standards under the [Clean Air Act.]”
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25 4. The same day, CARB publicly announced that it, too, had notified Fiat and FCA
26 of its violations after detecting the AECDs in their 2014, 2015, and 2016 Jeep Grand Cherokee
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1 and Ram 1500 EcoDiesel® vehicles. CARB also said Fiat and FCA failed to disclose the devices,
2 which can significantly increase NOx emissions when activated. “Once again,” observed CARB
3 Chair Mary D. Nichols, “a major automaker made the business decision to skirt the rules and got
4 caught.”

5 5. The U.S. has since sued FCA, Fiat, VM Italy, and VM America for violating the
6 Clean Air Act (“CAA”) and applicable regulations, seeking injunctive relief and civil penalties.
7 As the U.S. has found, “one or more of these undisclosed software features, alone or in
8 combination with one or more of the others, bypass, defeat and/or render inoperative the
9 [Fraudulent] Vehicles’ emission control system, causing the vehicles to emit substantially higher
10 levels of NOx during certain normal real world driving conditions than during federal emission
11 tests.”

12 6. American consumers were caught in the middle of Fiat Chrysler’s scheme.
13 Consumers have been wary of diesel engines as a relic of the past: noisy and spewing thick,
14 toxic smoke. This was an understandable concern. A byproduct of diesel combustion is NOx,
15 a pollutant linked with serious health dangers and climate change. Seeking to expand the diesel
16 market in the U.S., large automakers in the late 2000’s sought to reimagine diesel for regulators
17 and consumers alike. For its part, Fiat Chrysler touted its “EcoDiesel” technology as the best of
18 both worlds: a “green” alternative to gasoline with reduced emissions coupled with diesel’s
19 benefits of greater torque, power, and fuel efficiency. Fiat Chrysler extracted a premium for
20 these “EcoDiesel” trucks, selling them for thousands of dollars more than the cost of otherwise-
21 comparable gasoline trucks.

22 7. Contrary to its public representations, and concealed from consumers and
23 regulators alike, Fiat Chrysler secretly programmed its EcoDiesel® vehicles with hidden
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1 software features that significantly reduced the effectiveness of the NOx reduction technology
2 during real-world driving conditions. As a result, the Fraudulent Vehicles emitted harmful
3 pollutants at levels that were illegally high and far in excess of what a reasonable consumer
4 would expect from an “Eco” vehicle. On-road testing has confirmed that the Fraudulent Vehicles
5 produced NOx emissions at an average of 222 mg/mile in city driving (four times the Federal
6 Test Procedure (“FTP”) standard of 50 mg/mile) and 353 mg/mile in highway driving (five times
7 higher than the U.S. highway standard of 70 mg/mile). In many instances, NOx values were in
8 excess of 1,600 mg/mile—more than 20 times governmental standards.

9
10 8. Compounding this problem is the interplay between performance and emissions
11 in diesel engines. Fiat Chrysler could not achieve the fuel economy and performance that it
12 promises for the Fraudulent Vehicles without cheating on emissions—a fact that it concealed
13 from consumers around the country.

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15 9. Fiat Chrysler did not act alone. At the heart of the diesel scandal is Bosch.
16 Bosch GmbH and Bosch LLC, along with CEO Volkmar Denner (“Denner”), were active and
17 knowing participants in the scheme. Bosch designed, created, and tested the electronic diesel
18 control (“EDC”) units that allowed Fiat Chrysler to “pass” emission tests for its COC and EO
19 applications. Bosch went so far as to boast that the “2014 Jeep Grand Cherokee features a Bosch
20 emission system compliant with the most stringent emission regulations in the world. From fuel
21 tank to tailpipe, Bosch is pleased to equip this vehicle with top technologies to give consumers
22 a great driving experience requiring fewer stops at the pump.” Bosch has since, however,
23 acknowledged its role in the creation of defeat devices in certain Fiat Chrysler diesel vehicles
24 sold in the European Union (“EU”). VM Italy and VM America also knowingly participated in
25 the scheme by designing, manufacturing, and calibrating the “EcoDiesel” engines in the
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Fraudulent Vehicles.

10. Plaintiffs hereby bring this action for violations of the federal Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. § 1961, *et seq.* (“RICO”)), common law fraud, and consumer protection laws.

11. Plaintiffs seek a buyback of their Fraudulent Vehicles, monetary damages (including treble damages under RICO). Plaintiffs are also entitled to a significant award of punitive or exemplary damages, given that Defendants deliberately deceived Plaintiffs, disregarded their rights to make free and informed consumer choices, damaged them economically, and used them as unwitting puppets in a scheme that impaired the public health.

PARTIES

PLAINTIFFS

THE ALABAMA PLAINTIFF

12. Plaintiffs Roger Lucas and Electrical Technical Distribution, LLC are citizens of the State of Alabama who acquired a 2014 Dodge RAM 1500 in the State of Alabama. In deciding to acquire the vehicle, Plaintiff saw and relied upon the “EcoDiesel” badge that was affixed to the vehicle, as well as the advertised fuel economy and performance. Plaintiff acquired the vehicle based on the representation the vehicle was “an “Ecodiesel” vehicle (i.e. reduced emissions and fuel efficient) as well as based on the advertised fuel economy and performance. Plaintiff further saw and relied on additional information and marketing conveying the message that the vehicle was environmentally friendly, had low emissions, and had good fuel economy and performance. All of these representations were material and false because the vehicle contains undisclosed emission cheating components that cause them to pollute excessively in real-world driving conditions. At the time of acquisition, Plaintiff did not know that the vehicle could perform as advertised only by

emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that the vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have acquired the vehicle, or would have paid less for it, had it been known that the vehicle did not comply with emission standards; that it did not have reduced emissions levels; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have acquired the vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

THE GEORGIA PLAINTIFFS

13. Plaintiff Timothy Davis is a citizen of the State of Georgia who acquired a 2014 Dodge RAM 1500 in the State of Georgia. In deciding to acquire the vehicle, Plaintiff saw and relied upon the “EcoDiesel” badge that was affixed to the vehicle, as well as the advertised fuel economy and performance. Plaintiff acquired the vehicle based on the representation the vehicle was “an “Ecodiesel” vehicle (i.e. reduced emissions and fuel efficient) as well as based on the advertised fuel economy and performance. Plaintiff further saw and relied on additional information and marketing conveying the message that the vehicle was environmentally friendly, had low emissions, and had good fuel economy and performance. All of these representations were material and false because the vehicle contains undisclosed emission cheating components that cause them to pollute excessively in real-world driving conditions. At the time of acquisition, Plaintiff did not know that the vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that the vehicle

1 was equipped with undisclosed and unauthorized emission control devices designed to cheat
2 emission tests and to deceive consumers and regulators. Plaintiff would not have acquired the
3 vehicle, or would have paid less for it, had it been known that the vehicle did not comply with
4 emission standards; that it did not have reduced emissions levels; that its emission treatment
5 system was designed to de-activate during real-world driving conditions; and that it could not
6 achieve the advertised towing power, performance, and/or fuel economy without cheating
7 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
8 Defendants' misconduct, and would not have acquired the vehicle, or would have paid less for it,
9 had Defendants not concealed the unauthorized emission control devices.

10 14. Plaintiff Quentin Bighon is a citizen of the State of Georgia who acquired a 2014
11 Jeep Grand Cherokee in the State of Georgia. In deciding to acquire the vehicle, Plaintiff saw and
12 relied upon the "EcoDiesel" badge that was affixed to the vehicle, as well as the advertised fuel
13 economy and performance. Plaintiff acquired the vehicle based on the representation the vehicle
14 was "an "Ecodiesel" vehicle (i.e. reduced emissions and fuel efficient) as well as based on the
15 advertised fuel economy and performance. Plaintiff further saw and relied on additional
16 information and marketing conveying the message that the vehicle was environmentally friendly,
17 had low emissions, and had good fuel economy and performance. All of these representations
18 were material and false because the vehicle contains undisclosed emission cheating components
19 that cause them to pollute excessively in real-world driving conditions. At the time of acquisition,
20 Plaintiff did not know that the vehicle could perform as advertised only by emitting NOx at levels
21 that are greater than advertised and above legal limits. Nor was Plaintiff aware that the vehicle
22 was equipped with undisclosed and unauthorized emission control devices designed to cheat
23 emission tests and to deceive consumers and regulators. Plaintiff would not have acquired the
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1 vehicle, or would have paid less for it, had it been known that the vehicle did not comply with
2 emission standards; that it did not have reduced emissions levels; that its emission treatment
3 system was designed to de-activate during real-world driving conditions; and that it could not
4 achieve the advertised towing power, performance, and/or fuel economy without cheating
5 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
6 Defendants' misconduct, and would not have acquired the vehicle, or would have paid less for it,
7 had Defendants not concealed the unauthorized emission control devices.

9 15. Plaintiff William Moon is a citizen of the State of Georgia who acquired a 2015
10 Jeep Grand Cherokee in the State of Georgia. In deciding to acquire the vehicle, Plaintiff saw and
11 relied upon the "EcoDiesel" badge that was affixed to the vehicle, as well as the advertised fuel
12 economy and performance. Plaintiff acquired the vehicle based on the representation the vehicle
13 was "an "Ecodiesel" vehicle (i.e. reduced emissions and fuel efficient) as well as based on the
14 advertised fuel economy and performance. Plaintiff further saw and relied on additional
15 information and marketing conveying the message that the vehicle was environmentally friendly,
16 had low emissions, and had good fuel economy and performance. All of these representations
17 were material and false because the vehicle contains undisclosed emission cheating components
18 that cause them to pollute excessively in real-world driving conditions. At the time of acquisition,
19 Plaintiff did not know that the vehicle could perform as advertised only by emitting NOx at levels
20 that are greater than advertised and above legal limits. Nor was Plaintiff aware that the vehicle
21 was equipped with undisclosed and unauthorized emission control devices designed to cheat
22 emission tests and to deceive consumers and regulators. Plaintiff would not have acquired the
23 vehicle, or would have paid less for it, had it been known that the vehicle did not comply with
24 emission standards; that it did not have reduced emissions levels; that its emission treatment
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1 system was designed to de-activate during real-world driving conditions; and that it could not
2 achieve the advertised towing power, performance, and/or fuel economy without cheating
3 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
4 Defendants' misconduct, and would not have acquired the vehicle, or would have paid less for it,
5 had Defendants not concealed the unauthorized emission control devices.
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7 **THE ILLINOIS PLAINTIFF**

8 16. Plaintiff Gregory Mansanz is a citizen of the State of Illinois who acquired a 2014
9 Dodge Ram 1500 in the State of Illinois. In deciding to acquire the vehicle, Plaintiff saw and relied
10 upon the "EcoDiesel" badge that was affixed to the vehicle, as well as the advertised fuel economy
11 and performance. Plaintiff acquired the vehicle based on the representation the vehicle was "an
12 "Ecodiesel" vehicle (i.e. reduced emissions and fuel efficient) as well as based on the advertised
13 fuel economy and performance. Plaintiff further saw and relied on additional information and
14 marketing conveying the message that the vehicle was environmentally friendly, had low
15 emissions, and had good fuel economy and performance. All of these representations were
16 material and false because the vehicle contains undisclosed emission cheating components that
17 cause them to pollute excessively in real-world driving conditions. At the time of acquisition,
18 Plaintiff did not know that the vehicle could perform as advertised only by emitting NOx at levels
19 that are greater than advertised and above legal limits. Nor was Plaintiff aware that the vehicle
20 was equipped with undisclosed and unauthorized emission control devices designed to cheat
21 emission tests and to deceive consumers and regulators. Plaintiff would not have acquired the
22 vehicle, or would have paid less for it, had it been known that the vehicle did not comply with
23 emission standards; that it did not have reduced emissions levels; that its emission treatment
24 system was designed to de-activate during real-world driving conditions; and that it could not
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1 achieve the advertised towing power, performance, and/or fuel economy without cheating
2 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
3 Defendants' misconduct, and would not have acquired the vehicle, or would have paid less for it,
4 had Defendants not concealed the unauthorized emission control devices.

5 **THE IOWA PLAINTIFF**
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7 17. Plaintiff Steve Lavoie is a citizen of the State of Iowa who acquired a 2016 Dodge
8 RAM 1500 in the State of Iowa. In deciding to acquire the vehicle, Plaintiff saw and relied upon
9 the “EcoDiesel” badge that was affixed to the vehicle, as well as the advertised fuel economy and
10 performance. Plaintiff acquired the vehicle based on the representation the vehicle was “an
11 “Ecodiesel” vehicle (i.e. reduced emissions and fuel efficient) as well as based on the advertised
12 fuel economy and performance. Plaintiff further saw and relied on additional information and
13 marketing conveying the message that the vehicle was environmentally friendly, had low
14 emissions, and had good fuel economy and performance. All of these representations were
15 material and false because the vehicle contains undisclosed emission cheating components that
16 cause them to pollute excessively in real-world driving conditions. At the time of acquisition,
17 Plaintiff did not know that the vehicle could perform as advertised only by emitting NOx at levels
18 that are greater than advertised and above legal limits. Nor was Plaintiff aware that the vehicle
19 was equipped with undisclosed and unauthorized emission control devices designed to cheat
20 emission tests and to deceive consumers and regulators. Plaintiff would not have acquired the
21 vehicle, or would have paid less for it, had it been known that the vehicle did not comply with
22 emission standards; that it did not have reduced emissions levels; that its emission treatment
23 system was designed to de-activate during real-world driving conditions; and that it could not
24 achieve the advertised towing power, performance, and/or fuel economy without cheating
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1 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
2 Defendants' misconduct, and would not have acquired the vehicle, or would have paid less for it,
3 had Defendants not concealed the unauthorized emission control devices.

4 **THE MISSOURI PLAINTIFF**

5 18. Plaintiff Kenneth Keith is a citizen of the State of Missouri who acquired a 2015
6 Dodge RAM 1500 in the State of Missouri. In deciding to acquire the vehicle, Plaintiff saw and
7 relied upon the "EcoDiesel" badge that was affixed to the vehicle, as well as the advertised fuel
8 economy and performance. Plaintiff acquired the vehicle based on the representation the vehicle
9 was "an "Ecodiesel" vehicle (i.e. reduced emissions and fuel efficient) as well as based on the
10 advertised fuel economy and performance. Plaintiff further saw and relied on additional
11 information and marketing conveying the message that the vehicle was environmentally friendly,
12 had low emissions, and had good fuel economy and performance. All of these representations
13 were material and false because the vehicle contains undisclosed emission cheating components
14 that cause them to pollute excessively in real-world driving conditions. At the time of acquisition,
15 Plaintiff did not know that the vehicle could perform as advertised only by emitting NOx at levels
16 that are greater than advertised and above legal limits. Nor was Plaintiff aware that the vehicle
17 was equipped with undisclosed and unauthorized emission control devices designed to cheat
18 emission tests and to deceive consumers and regulators. Plaintiff would not have acquired the
19 vehicle, or would have paid less for it, had it been known that the vehicle did not comply with
20 emission standards; that it did not have reduced emissions levels; that its emission treatment
21 system was designed to de-activate during real-world driving conditions; and that it could not
22 achieve the advertised towing power, performance, and/or fuel economy without cheating
23 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
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1 Defendants' misconduct, and would not have acquired the vehicle, or would have paid less for it,
2 had Defendants not concealed the unauthorized emission control devices.

3 **THE OHIO PLAINTIFFS**

4 19. Plaintiff Marcia Pascuito is a citizen of the State of New York who acquired a 2014
5 Jeep Grand Cherokee in the State of Ohio. In deciding to acquire the vehicle, Plaintiff saw and
6 relied upon the "EcoDiesel" badge that was affixed to the vehicle, as well as the advertised fuel
7 economy and performance. Plaintiff acquired the vehicle based on the representation the vehicle
8 was "an "Ecodiesel" vehicle (i.e. reduced emissions and fuel efficient) as well as based on the
9 advertised fuel economy and performance. Plaintiff further saw and relied on additional
10 information and marketing conveying the message that the vehicle was environmentally friendly,
11 had low emissions, and had good fuel economy and performance. All of these representations
12 were material and false because the vehicle contains undisclosed emission cheating components
13 that cause them to pollute excessively in real-world driving conditions. At the time of acquisition,
14 Plaintiff did not know that the vehicle could perform as advertised only by emitting NOx at levels
15 that are greater than advertised and above legal limits. Nor was Plaintiff aware that the vehicle
16 was equipped with undisclosed and unauthorized emission control devices designed to cheat
17 emission tests and to deceive consumers and regulators. Plaintiff would not have acquired the
18 vehicle, or would have paid less for it, had it been known that the vehicle did not comply with
19 emission standards; that it did not have reduced emissions levels; that its emission treatment
20 system was designed to de-activate during real-world driving conditions; and that it could not
21 achieve the advertised towing power, performance, and/or fuel economy without cheating
22 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
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1 Defendants' misconduct, and would not have acquired the vehicle, or would have paid less for it,
2 had Defendants not concealed the unauthorized emission control devices.

3 20. Plaintiff Paul Lockard is a citizen of the State of Ohio who acquired a 2015 Dodge
4 Ram 1500 in the State of Ohio. In deciding to acquire the vehicle, Plaintiff saw and relied upon
5 the "EcoDiesel" badge that was affixed to the vehicle, as well as the advertised fuel economy and
6 performance. Plaintiff acquired the vehicle based on the representation the vehicle was "an
7 "Ecodiesel" vehicle (i.e. reduced emissions and fuel efficient) as well as based on the advertised
8 fuel economy and performance. Plaintiff further saw and relied on additional information and
9 marketing conveying the message that the vehicle was environmentally friendly, had low
10 emissions, and had good fuel economy and performance. All of these representations were
11 material and false because the vehicle contains undisclosed emission cheating components that
12 cause them to pollute excessively in real-world driving conditions. At the time of acquisition,
13 Plaintiff did not know that the vehicle could perform as advertised only by emitting NOx at levels
14 that are greater than advertised and above legal limits. Nor was Plaintiff aware that the vehicle
15 was equipped with undisclosed and unauthorized emission control devices designed to cheat
16 emission tests and to deceive consumers and regulators. Plaintiff would not have acquired the
17 vehicle, or would have paid less for it, had it been known that the vehicle did not comply with
18 emission standards; that it did not have reduced emissions levels; that its emission treatment
19 system was designed to de-activate during real-world driving conditions; and that it could not
20 achieve the advertised towing power, performance, and/or fuel economy without cheating
21 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
22 Defendants' misconduct, and would not have acquired the vehicle, or would have paid less for it,
23 had Defendants not concealed the unauthorized emission control devices.
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THE OREGON PLAINTIFFS

21. Plaintiff Diana Everly is a citizen of the State of Oregon who acquired a 2015 Jeep
2 Grand Cherokee in the State of Oregon. In deciding to acquire the vehicle, Plaintiff saw and relied
3 upon the “EcoDiesel” badge that was affixed to the vehicle, as well as the advertised fuel economy
4 and performance. Plaintiff acquired the vehicle based on the representation the vehicle was “an
5 “Ecodiesel” vehicle (i.e. reduced emissions and fuel efficient) as well as based on the advertised
6 fuel economy and performance. Plaintiff further saw and relied on additional information and
7 marketing conveying the message that the vehicle was environmentally friendly, had low
8 emissions, and had good fuel economy and performance. All of these representations were
9 material and false because the vehicle contains undisclosed emission cheating components that
10 cause them to pollute excessively in real-world driving conditions. At the time of acquisition,
11 Plaintiff did not know that the vehicle could perform as advertised only by emitting NOx at levels
12 that are greater than advertised and above legal limits. Nor was Plaintiff aware that the vehicle
13 was equipped with undisclosed and unauthorized emission control devices designed to cheat
14 emission tests and to deceive consumers and regulators. Plaintiff would not have acquired the
15 vehicle, or would have paid less for it, had it been known that the vehicle did not comply with
16 emission standards; that it did not have reduced emissions levels; that its emission treatment
17 system was designed to de-activate during real-world driving conditions; and that it could not
18 achieve the advertised towing power, performance, and/or fuel economy without cheating
19 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
20 Defendants' misconduct, and would not have acquired the vehicle, or would have paid less for it,
21 had Defendants not concealed the unauthorized emission control devices.

1 22. Plaintiff Brandon Smith is a citizen of the State of Oregon who acquired a 2016
2 Dodge RAM 1500 in the State of Oregon. In deciding to acquire the vehicle, Plaintiff saw and
3 relied upon the “EcoDiesel” badge that was affixed to the vehicle, as well as the advertised fuel
4 economy and performance. Plaintiff acquired the vehicle based on the representation the vehicle
5 was “an “Ecodiesel” vehicle (i.e. reduced emissions and fuel efficient) as well as based on the
6 advertised fuel economy and performance. Plaintiff further saw and relied on additional
7 information and marketing conveying the message that the vehicle was environmentally friendly,
8 had low emissions, and had good fuel economy and performance. All of these representations
9 were material and false because the vehicle contains undisclosed emission cheating components
10 that cause them to pollute excessively in real-world driving conditions. At the time of acquisition,
11 Plaintiff did not know that the vehicle could perform as advertised only by emitting NOx at levels
12 that are greater than advertised and above legal limits. Nor was Plaintiff aware that the vehicle
13 was equipped with undisclosed and unauthorized emission control devices designed to cheat
14 emission tests and to deceive consumers and regulators. Plaintiff would not have acquired the
15 vehicle, or would have paid less for it, had it been known that the vehicle did not comply with
16 emission standards; that it did not have reduced emissions levels; that its emission treatment
17 system was designed to de-activate during real-world driving conditions; and that it could not
18 achieve the advertised towing power, performance, and/or fuel economy without cheating
19 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
20 Defendants' misconduct, and would not have acquired the vehicle, or would have paid less for it,
21 had Defendants not concealed the unauthorized emission control devices.
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THE UTAH PLAINTIFFS

23. Plaintiffs Duane Austin and Karen Austin are citizens of the State of South Carolina
2 who acquired a 2014 Dodge RAM 1500 in the State of Utah. In deciding to acquire the vehicle,
3 Plaintiffs saw and relied upon the “EcoDiesel” badge that was affixed to the vehicle, as well as the
4 advertised fuel economy and performance. Plaintiffs acquired the vehicle based on the
5 representation the vehicle was “an “Ecodiesel” vehicle (i.e. reduced emissions and fuel efficient) as
6 well as based on the advertised fuel economy and performance. Plaintiffs further saw and relied on
7 additional information and marketing conveying the message that the vehicle was environmentally
8 friendly, had low emissions, and had good fuel economy and performance. All of these
9 representations were material and false because the vehicle contains undisclosed emission
10 cheating components that cause them to pollute excessively in real-world driving conditions. At
11 the time of acquisition, Plaintiffs did not know that the vehicle could perform as advertised only
12 by emitting NOx at levels that are greater than advertised and above legal limits. Nor were
13 Plaintiffs aware that the vehicle was equipped with undisclosed and unauthorized emission control
14 devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiffs would
15 not have acquired the vehicle, or would have paid less for it, had it been known that the vehicle
16 did not comply with emission standards; that it did not have reduced emissions levels; that its
17 emission treatment system was designed to de-activate during real-world driving conditions; and
18 that it could not achieve the advertised towing power, performance, and/or fuel economy without
19 cheating emission tests. Plaintiffs have suffered a concrete injury as a direct and proximate result
20 of Defendants' misconduct, and would not have acquired the vehicle, or would have paid less for
21 it, had Defendants not concealed the unauthorized emission control devices.
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1 24. Plaintiff Kirt Mauchley is a citizen of the State of Utah who acquired a 2014 Dodge
2 RAM 1500 in the State of Utah. In deciding to acquire the vehicle, Plaintiff saw and relied upon
3 the “EcoDiesel” badge that was affixed to the vehicle, as well as the advertised fuel economy and
4 performance. Plaintiff acquired the vehicle based on the representation the vehicle was “an
5 “Ecodiesel” vehicle (i.e. reduced emissions and fuel efficient) as well as based on the advertised
6 fuel economy and performance. Plaintiff further saw and relied on additional information and
7 marketing conveying the message that the vehicle was environmentally friendly, had low
8 emissions, and had good fuel economy and performance. All of these representations were
9 material and false because the vehicle contains undisclosed emission cheating components that
10 cause them to pollute excessively in real-world driving conditions. At the time of acquisition,
11 Plaintiff did not know that the vehicle could perform as advertised only by emitting NOx at levels
12 that are greater than advertised and above legal limits. Nor was Plaintiff aware that the vehicle
13 was equipped with undisclosed and unauthorized emission control devices designed to cheat
14 emission tests and to deceive consumers and regulators. Plaintiff would not have acquired the
15 vehicle, or would have paid less for it, had it been known that the vehicle did not comply with
16 emission standards; that it did not have reduced emissions levels; that its emission treatment
17 system was designed to de-activate during real-world driving conditions; and that it could not
18 achieve the advertised towing power, performance, and/or fuel economy without cheating
19 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
20 Defendants' misconduct, and would not have acquired the vehicle, or would have paid less for it,
21 had Defendants not concealed the unauthorized emission control devices.

22 25. Plaintiff Alfred Kingham is a citizen of the State of Nevada who acquired a 2015
23 Dodge RAM 1500 in the State of Utah. In deciding to acquire the vehicle, Plaintiffs saw and relied
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upon the “EcoDiesel” badge that was affixed to the vehicle, as well as the advertised fuel economy and performance. Plaintiffs acquired the vehicle based on the representation the vehicle was “an “Ecodiesel” vehicle (i.e. reduced emissions and fuel efficient) as well as based on the advertised fuel economy and performance. Plaintiffs further saw and relied on additional information and marketing conveying the message that the vehicle was environmentally friendly, had low emissions, and had good fuel economy and performance. All of these representations were material and false because the vehicle contains undisclosed emission cheating components that cause them to pollute excessively in real-world driving conditions. At the time of acquisition, Plaintiffs did not know that the vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor were Plaintiffs aware that the vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiffs would not have acquired the vehicle, or would have paid less for it, had it been known that the vehicle did not comply with emission standards; that it did not have reduced emissions levels; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiffs have suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have acquired the vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

DEFENDANTS

The Fiat Chrysler Defendants

26. Defendant FCA US LLC (“FCA”) is a Delaware limited liability company. Defendant Fiat Chrysler Automobiles N.V. (“Fiat” or, together with FCA, “Fiat Chrysler”) is

1 FCA's corporate parent. Fiat's predecessor, Fiat S.p.A., began its acquisition of FCA's
2 predecessor, Chrysler Group LLC, in 2009 and completed it in January 2014, at which time
3 Chrysler Group LLC became a wholly-owned indirect subsidiary of Fiat and was renamed FCA
4 US LLC. FCA's principal place of business and headquarters is at 1000 Chrysler Drive, Auburn
5 Hills, Michigan 48326, and it may be served with process by service upon its registered agent
6 for service at The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street,
7 Wilmington, DE 19801.

9 27. FCA is a motor vehicle manufacturer and a licensed distributor of new,
10 previously untitled motor vehicles. FCA (like its predecessor, Chrysler) is one of the "Big
11 Three" American automakers (with Ford and General Motors). FCA engages in commerce by
12 distributing and selling new and unused passenger cars and motor vehicles under the Chrysler,
13 Dodge, Jeep, Ram, and Fiat brands. Other major divisions of FCA include Mopar, its automotive
14 parts and accessories division, and SRT, its performance automobile division.

16 28. FCA has designed, manufactured, imported, distributed, offered for sale, sold,
17 and leased two models of vehicle for which the EcoDiesel® option is available—the Ram 1500
18 and the Jeep Grand Cherokee—with the knowledge and intent to market, sell, and lease them in
19 all 50 states, including in California. Moreover, FCA and its agents designed, manufactured,
20 marketed, distributed, warranted, sold and leased the Fraudulent Vehicles throughout the United
21 States. Dealers act as FCA's agents in selling automobiles under the Fiat Chrysler name and
22 disseminating vehicle information provided by Fiat Chrysler to customers.

25 29. Fiat, the corporate parent of FCA, is a Dutch corporation headquartered in
26 London, United Kingdom. Fiat owns numerous European automotive brands in addition to
27 FCA's American brands, including Maserati, Alfa Romeo, Fiat Automobiles, Fiat Professional,
28

1 Lancia, and Abarth. As of 2015, Fiat Chrysler is the seventh largest automaker in the world by
2 unit production. Fiat may be served with process at its London headquarters, 25 St. James's St,
3 St. James's, London SW1A 1HA, UK

4 30. Plaintiffs allege that Fiat employees oversaw or were responsible for approving
5 elements of design and/or strategies related to emission compliance for the Fraudulent Vehicles.
6 Fiat also imported into the United States, sold, offered for sale, introduced into commerce, or
7 delivered the Fraudulent Vehicles, with the intent to market or sell them in all fifty states,
8 including in California.

9 31. Fiat Chrysler developed and disseminated the owners' manuals, warranty
10 booklets, product brochures, advertisements, and other promotional materials relating to the
11 Fraudulent Vehicles, with the intent that such documents should be purposely distributed
12 throughout all fifty states, including in California. Fiat Chrysler is engaged in interstate
13 commerce, selling vehicles through its network in every state of the United States.

14 **VM Motori Defendants**

15 32. Fiat also owns several auto parts manufacturers, including Defendant VM
16 Motori S.p.A. ("VM Italy"), an Italian corporation headquartered in Cento, Italy, which designs
17 and manufactures diesel engines for automobiles, including the Fraudulent Vehicles. Fiat
18 partially acquired VM Italy in early 2011 by purchasing a 50% stake, and took full ownership
19 by acquiring the remaining 50% from General Motors in October 2013. VM Italy may be served
20 with process at its headquarters in Italy, VM Motori S.p.A., Via della Canapa 12, 44042 Cento,
21 Ferrara, Italia.

22 33. Defendant VM North America, Inc. ("VM America" or, together with VM Italy,
23 "VM Motori") is or was a Delaware corporation and wholly-owned subsidiary of Fiat. VM
24

America existed, at all relevant times, to support VM Italy customers and activities in North America. VM America's principal place of business is located at 1000 Chrysler Drive, Auburn Hills, Michigan 48326. Both VM Italy and VM America conduct business at that address and report to management at both VM Italy and VM America, including while working on the Fraudulent Vehicles. VM America may be served with process at by service upon its registered agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801.

VM Italy transacts business in the United States. VM Italy employees have been physically present in Auburn Hills, Michigan, while working on engine calibration and air emissions issues related to the Fraudulent Vehicles. Some VM America employees working in Auburn Hills are also employees of VM Italy. VM Italy employees in Italy communicated regularly about the Fraudulent Vehicles with the VM America and VM Italy employees located in Auburn Hills. VM Italy also communicated frequently with FCA about the Fraudulent Vehicles.

VM Motori designed, manufactured, calibrated, and delivered the EcoDiesel® engine system for inclusion in the Fraudulent Vehicles, knowing and intending that the Fraudulent Vehicles, along with their engine system, would be marketed, distributed, warranted, sold and leased throughout all 50 states, including in California.

Bosch Defendants

Defendant Robert Bosch GmbH ("Bosch GmbH")—a German multinational engineering and electronics company headquartered in Gerlingen, Germany—is the parent company of Defendant Robert Bosch LLC ("Bosch LLC" or, with Bosch GmbH, "Bosch"), a Delaware limited liability company with its principal place of business located at 38000 Hills

1 Tech Drive, Farmington Hills, Michigan 48331. Bosch LLC may be served with process by
2 service upon its registered agent at Corporation Service Company, 251 Little Falls Drive,
3 Wilmington, DE 19808.

4 37. Both Bosch GmbH and Bosch LLC operate under the umbrella of the Bosch
5 Group, which encompasses some 340 subsidiaries and companies. Volkmar Denner (“Denner”)
6 is the Chairman and CEO of Bosch GmbH and leader of The Bosch Group. Denner has been
7 Chairman and CEO of Bosch since July 2012, after decades of working in Bosch’s Engine ECU
8 Development division, managing the development and sale of automotive engine computers,
9 such as the EDC units that were installed in the Fraudulent Vehicles.

10 38. The Bosch Group is divided into four business sectors: Mobility Solutions
11 (formerly Automotive Technology), Industrial Technology, Consumer Goods, and Energy and
12 Building Technology. Bosch’s sectors and divisions are grouped not by location, but by function.
13 In other words, Mobility Solutions includes knowledgeable individuals at both Bosch GmbH and
14 Bosch LLC. Regardless of whether an individual works for Bosch in Germany or the United
15 States, the employee holds him or herself out as working for Bosch. This collective identity is
16 captured by Bosch’s mission statement: “We are Bosch,” a unifying principle that links each
17 entity and person within the Bosch Group.

18 39. Mobility Solutions is the largest Bosch Group business sector. In 2014, the first
19 full year of Fraudulent Vehicle sales, it generated sales of €33.3 billion, amounting to 68% of
20 total group sales.

21 40. The Bosch Group is one of the leading automotive suppliers globally. In 2015,
22 Mobility Solutions generated sales of \$9.5 billion in North America alone.

23 41. Bosch embeds sales and engineering personnel at customer offices and facilities

1 throughout the world, including automakers like Fiat Chrysler, to work directly on the design,
2 sale, calibration, and configuration of the parts it supplies.

3 42. Bosch operates 70 locations in the United States, with over 31,000 employees.
4 One of these locations is the Bosch LLC Research and Technology Center North America in
5 Palo Alto, California. One of Bosch's research focuses there is application-specific integrated
6 circuit (ASIC) design and MEMS (microelectromechanical-system) technology. These
7 technologies are used in a variety of automotive applications. Bosch LLC also operates
8 Research and Technology Centers in Pittsburgh, Pennsylvania, and Cambridge, Massachusetts.

9 43. Bosch developed, tested, configured, manufactured, and supplied the EDC Unit
10 17, which is the EDC system used in the Fraudulent Vehicles, knowing and intending that the
11 Fraudulent Vehicles, along with the device, would be marketed, distributed, warranted, sold and
12 leased throughout all 50 states,. As set forth in detail herein, at all relevant times, Bosch, VM
13 Motori, and Fiat Chrysler worked collaboratively to program the EDC Unit 17 in the Fraudulent
14 Vehicles.

15 44. From at least 2005 to 2015, Bosch and its employees were knowing and active
16 participants in the creation, development, marketing, and sale of engine and emission control
17 software designed to evade emission requirements in vehicles sold in the United States. These
18 vehicles include the Ram 1500 EcoDiesel® and Jeep Grand Cherokee EcoDiesel®, as well as
19 diesels made by other automakers such as Volkswagen, Audi, and Porsche.

20 45. Bosch participated not just in the development of these devices, but also in the
21 scheme to prevent U.S. regulators from uncovering their true functionality. Moreover, Bosch's
22 participation was not limited to engineering these devices. In fact, Bosch marketed "clean diesel"
23 technology in the United States. Bosch was therefore a knowing and active participant in the
24

1 scheme or common course of conduct with Fiat Chrysler and VM Motori and others to defraud
2 regulators and consumers.

3 **JURISDICTION AND VENUE**

4 46. Venue is proper in this County because Defendants Bosch LLC, VM America,
5 and FCA have their principal places of business in Oakland County and conduct business in
6 Oakland County. Venue is further proper because a substantial part of the events or omissions
7 giving rise to Plaintiffs' claims occurred in this County. Defendants have marketed, advertised,
8 sold, and leased the Fraudulent Vehicles, and otherwise conducted extensive business, within
9 this County.

10 47. The jurisdiction of this court is based on the amount in controversy, which
11 exceeds Twenty-Five Thousand (\$25,000.00) Dollars, exclusive of interest, costs, and attorney
12 fees, and other matter is otherwise within the jurisdiction and venue of the Court.

13 48. This Court has personal jurisdiction over Defendants 18 U.S.C. § 1965(b) and
14 (d). The Court also possesses pendent personal jurisdiction over Defendants. Personal
15 jurisdiction is further proper over FCA US LLC, Robert Bosch GmbH, and Robert Bosch LLC
16 because those defendants maintain places of business in Michigan. This Court also has
17 jurisdiction over Defendants because, at all relevant times, they designed, manufactured, sold,
18 distributed, promoted and placed into the stream of commerce numerous diesel automobiles,
19 including the automobiles at issue in this case. In addition, the fraudulent statements and
20 omissions occurred, in part, in this district. Defendants also conduct business in Michigan and
21 the causes of action asserted herein arose from and are connected to purposeful acts taken by
22 Defendants in Michigan. Personal jurisdiction is proper in Michigan over Defendants because
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they caused tortious injury by an act or omission in Michigan and because they transact substantial business in Michigan.

JURY TRIAL DEMAND

49. Plaintiffs request a jury trial of this matter.

FACTUAL BACKGROUND

FIAT CHRYSLER SEEKS TO CAPITALIZE ON THE GROWING U.S. “CLEAN” DIESEL MARKET

50. As part of a strategy to expand its North American presence, in 2009, Fiat began its acquisition of one of the “Big 3” U.S. automakers, Chrysler. In November of that year, CEO Marchionne unveiled an ambitious five-year plan to, among other things, roll out “more diesel variants” under the Jeep brand and to give Ram’s “Light duty (1500)” pickup truck a “refresh/facelift.” By 2014, Fiat had become Fiat Chrysler Automobiles, Chrysler had become FCA, and VM Motori, a long time supplier, was now part of the Fiat Chrysler sprawling family of affiliated companies. In May of that year, Sergio Marchionne announced another five-year plan at FCA’s headquarters in Auburn Hills, Michigan, to increase Fiat Chrysler’s competitiveness against global auto giants, such as Toyota, Volkswagen, and General Motors, by increasing annual sales to 7 million vehicles by 2018, up from 4.4 million in 2013. Integral to the strategy was the expansion of the “Jeep portfolio” and updates to the “bread-and-butter Ram 1500,” including “diesel engines.”

51. During this same time frame, emission standards in the United States were ratcheting up. In contrast to other global automakers, like Toyota and Ford, which were focusing on developing hybrid and electric cars, Chrysler—now FCA and under the control of Fiat—took another path: “[r]eflecting its ties with Europe-based Fiat, Chrysler appears to be taking yet another route that focuses less on electrification and ***more heavily on light-duty diesels*** and

1 compressed natural gas.”

2 52. Indeed, as early as July 2010, Chrysler commissioned and presented research to
 3 “[i]dentify the trade-offs that consumers make relative to powertrain technologies”—including
 4 diesel—and “[i]dentify possible conquest opportunities associated with offering a RAM light-
 5 duty Diesel engine.” FCA-MDL-001184465-524. Among other things, the study
 6 “recommend[ed] . . . [c]apitalizing on improved fuel economy to increase interest in a Light Duty
 7 Diesel engine among L[ight] D[uty] owners.” *Id.*

8 53. In December 2010, Chrysler requested a meeting with Bosch and Fiat to discuss
 9 “Chrysler’s main motivation” of “captur[ing] the developing N[orth] A[merican] diesel market.”
 10 RBL-MDL2777-PE-300169862-64. Bosch’s notes of the meeting indicate that the projected
 11 “profitability status” for SUVs (and other vehicle segments) was “medium to high (+\$300 to
 12 +\$800 margin per diesel vehicle).” *Id.* An additional meeting was planned for December 8,
 13 2010 with “Chrysler, VM, [and] Bosch” to “discuss further,” and a “Chrysler NA diesel decision
 14 meeting with Marchionne” was “scheduled for” December 11, 2010. *Id.*

15 54. In 2012, Marchionne was quoted as saying, “with 2016 ‘just around the corner’
 16 and 2025 not far away given the auto industry’s long product-development lead times, ‘there are
 17 big choices to be made[.]’” Marchionne explained that “Chrysler, which is starting to share
 18 platforms and powertrains with Fiat, wants to leverage the European auto maker’s strengths in
 19 **diesels** and CNG-powered vehicles.” As one commentator put it at the time, “[f]uel-efficient
 20 towing remains a strong point of diesels, and Marchionne says he still is optimistic about the
 21 potential of light-duty diesels in the U.S. despite significant emissions challenges.” This is
 22 further reflected in a March 2013 Chrysler research document entitled “Alternative Powertrain”
 23 in which the company sought to better understand the “needs, wants, expectations and functional
 24

1 requirements relative to . . . alternative powertrain technologies such as hybrids, electric, diesel,
2 and compressed natural gas.” FCA-MDL-001239766-774. The research concluded that
3 “consumers want their next vehicle to do everything their current vehicle does, with better fuel
4 economy and no sacrifice in usability,” and further noted that “[l]arge segments (Pickups) with
5 a need to tow and haul show most interest in Alternative fuels/technology for internal combustion
6 engines.”

7 55. FCA ultimately decided to push into this market beyond its existing heavy-duty
8 diesel trucks (which use engines from a different supplier, Cummins) and, in 2014, it introduced
9 both the light-duty Ram 1500 “EcoDiesel®” and the Jeep Grand Cherokee “EcoDiesel®.” These
10 are the Fraudulent Vehicles at issue here.

11 56. Fiat Chrysler was not alone. Seeing an opportunity for growth in the U.S.
12 market, other major automakers rushed to develop and market “clean diesel” engines.
13 Volkswagen, Mercedes-Benz, General Motors, and other manufacturers also began selling diesel
14 cars and trucks as a more efficient (and thus environmentally-friendly) alternative to gasoline
15 vehicles with no loss of power or performance: the advertised difference was that new emission
16 control technology could make small diesel engines (long regarded by American consumers as
17 fuel efficient but foul-smelling polluters) powerful and clean in addition to fuel-efficient. The
18 marketing worked, and millions of diesel vehicles were sold and leased in the United States
19 between 2007 and 2016.

20 57. The green bubble for diesel vehicles first popped on September 18, 2015, when
21 the EPA issued a Notice of Violation of the CAA to Volkswagen and Audi for installing illegal
22 “defeat devices” in 2009–2015 2.0-liter diesel vehicles. A defeat device, as defined by the EPA,
23 is any apparatus or technology that unduly reduces the effectiveness of emission control systems

1 under normal driving conditions. The EPA found that the Volkswagen/Audi defeat device
2 allowed the vehicles to pass emission testing while polluting far in excess of emission standards,
3 revealing the new “clean diesel” technology to be illusory. CARB also announced that it had
4 initiated an enforcement investigation of Volkswagen pertaining to the vehicles at issue in the
5 Notice of Violation. On September 22, 2015, Volkswagen admitted that 11 million diesel cars
6 worldwide were installed with the same defeat device software. Volkswagen wasn’t alone—
7 soon after, government agencies began to reveal that other automakers sold dozens of models
8 exceeding allowable emission levels under applicable standards. Nevertheless, the Defendants
9 in this action continued with business as usual, concealing from regulators and consumers their
10 Fraudulent Vehicles’ emissions-related behavior and performance.
11

12 **DEFENDANTS’ DIRTY “ECODIESEL®” SCHEME**

13 58. Federal and state emission standards are in place to protect Americans from
14 pollution and certain chemicals known to cause disease in humans. Automobile manufacturers
15 must abide by applicable laws and adhere to EPA rules and regulations (and those of CARB in
16 California and 14 other states that have adopted California’s standards). The CAA requires
17 vehicle manufacturers to certify to the EPA that the vehicles sold in the United States meet
18 applicable federal emission standards to control air pollution. Every vehicle sold in the United
19 States must be covered by an EPA-issued COC, and every vehicle sold in the State of California
20 must be covered by a CARB-issued EO.
21

22 59. There is a very good reason that these laws and regulations exist and apply to
23 vehicles with diesel engines: in 2012, the World Health Organization declared diesel vehicle
24 emissions to be carcinogenic and about as dangerous as asbestos.
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26 60. Diesel engines pose a unique challenge because they have an inherent trade-off
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1 between power, fuel efficiency, and emissions: the greater the power and fuel efficiency, the
2 dirtier and more harmful the emissions. Instead of using a spark plug to combust highly refined
3 fuel with short hydrocarbon chains, as gasoline engines do, diesel engines compress a mist of
4 liquid fuel and air to very high temperatures and pressures, which causes the fuel/air mixture to
5 combust. This causes a more powerful compression of the pistons, which can produce greater
6 engine torque (that is, more power). Diesel engines are able to do this both because they operate
7 at a higher compression ratio than gasoline engines and because diesel fuel contains more energy
8 than gasoline.

9
10 61. But this greater energy and fuel efficiency comes at a cost: diesel produces dirtier
11 and more dangerous emissions. Diesel combustion produces NOx, a variety of nitrogen and
12 oxygen chemical compounds that only form at high temperatures. NOx pollution contributes to
13 nitrogen dioxide, particulate matter in the air, and reacts with sunlight in the atmosphere to form
14 ozone. Exposure to these pollutants has been linked with serious health dangers, including
15 asthma attacks and other respiratory illnesses serious enough to send people to the hospital.
16 Ozone and particulate matter exposure have been associated with premature death due to
17 respiratory-related or cardiovascular-related effects. Children, the elderly, and people respiratory
18 illnesses are at acute risk of health effects from these pollutants.

19
20 62. Given the risks, minimizing NOx is paramount. But removing these pollutants
21 from untreated exhaust is difficult, and diesel automakers have reacted by trying to remove NOx
22 from the exhaust using catalysts. Modern turbodiesel engines use ceramic diesel filters to trap
23 particulates before they are emitted. Many also use a technology called “selective catalytic
24 reduction” (“SCR”) to reduce NOx emissions. SCR systems inject a measured amount of urea
25 solution into the exhaust stream, which breaks oxides of nitrogen down into to less noxious
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1 substances before they are emitted. SCR-equipped vehicles must carry an onboard tank of fluid
2 for this purpose, and injection of the fluid is controlled by the same engine control module that
3 manages the fuel-air mixture and other aspects of engine operation.

4 63. FCA's response to this challenge was the EcoDiesel® engine. Emission
5 reductions start in the cylinder with advanced fuel injection strategies. After the byproducts of
6 combustion leave the engine, the EcoDiesel® technology treats these emissions using a diesel
7 oxidation catalyst, diesel particulate filter, and SCR.

8 64. The Fraudulent Vehicles use engine management computers to monitor sensors
9 throughout the vehicle and operate nearly all of the vehicle's systems according to sophisticated
10 programming that can sense and vary factors like steering, combustion, and emissions
11 performance for different driving situations. To manage engine and emission controls, the
12 Fraudulent Vehicles use a Bosch EDC system. Bosch GmbH and Bosch LLC designed, tested,
13 customized, manufactured, and sold these EDC systems, including software code, to Fiat
14 Chrysler (along with other automakers including Volkswagen, Mercedes, and General Motors)
15 for use in the Fraudulent Vehicles.

16 65. The system used in the Fraudulent Vehicles is Bosch's EDC Unit 17 (also called
17 "EDC17"). A February 28, 2006 Bosch press release introduced the "New Bosch EDC17 engine
18 management system" as the "brain of diesel injection" which "controls every parameter that is
19 important for effective, low-emission combustion." The EDC17 offered "[e]ffective control of
20 combustion" and a "[c]oncept tailored for all vehicle classes and markets." In the press release,
21 Bosch touted the EDC17 as follows:

22 **EDC17: Ready for future demands**

23 Because the computing power and functional scope of the new EDC17 can be adapted
24 to match particular requirements, it can be used very flexibly in any vehicle segment on
25 all the world's markets. In addition to controlling the precise timing and quantity of

1 injection, exhaust gas recirculation, and manifold pressure regulation, it also offers a
2 large number of options such as the control of particulate filters or systems for reducing
3 nitrogen oxides. The Bosch EDC17 determines the injection parameters for each
4 cylinder, making specific adaptations if necessary. This improves the precision of
5 injection throughout the vehicle's entire service life. The system therefore makes an
6 important contribution to observing future exhaust gas emission limits.

7 66. Bosch's EDC Unit 17 controls emissions by periodically reading sensor values,
8 evaluating a control function, and controlling actuators based on the control signal. Sensor
9 readings include crankshaft position, air pressure, air temperature, air mass, fuel temperature, oil
10 temperature, coolant temperature, vehicle speed, exhaust oxygen content, as well as driver inputs
11 such as accelerator pedal position, brake pedal position, cruise control setting, and selected gear.
12 Based on sensor input, EDC17 controls and influences the fuel combustion process including, in
13 particular, fuel injection timing, which affects engine power, fuel consumption, and the
14 composition of the exhaust gas.

15 67. As Ram Trucks' Chief Engineer said at the time, "We were fortunate at this point
16 in time that our partners at Fiat owned half of VM Motori, who makes this diesel engine. . . We
17 combined resources and developed them together."

18 68. According to its website, VM Motori is deeply involved in the development and
19 testing of all aspects of the engine: "We take care of the engines and their applications, working
20 together with the Customers to the least detail to ensure a perfect matching between the engine
21 and the machine, supporting our partners from A to Z, from engine- to-machine coupling up to
22 the production."

23 69. In fact, VM Motori boasts of its involvement in: "Calibration development to
24 meet specific vehicle/end user requirements, Exhaust after-treatment system development, [and]
25 Environmental trips (hot/cold climate, high altitude, etc.)" VM Motori also notes that its
26 facilities include: "Rolling dyno for vehicle emission measurement [and] engine test benches for
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1 emission/performance development.”

2 70. The engine originally was developed for use in Europe, where standards for
3 emission of oxides of nitrogen from diesel vehicles are less stringent than in the United States.
4 Rather than make the engine compliant with U.S. emissions standards, FCA opted to cheat on
5 the emission test.

6 71. In January 2013, Bosch LLC announced that its “clean diesel” technology,
7 including the EDC Unit 17, would be featured in the new 2014 Jeep Grand Cherokee 3.0-Liter
8 EcoDiesel®. As part of that announcement, Bosch LLC stated: “The 2014 Jeep Grand
9 Cherokee features a Bosch emission system compliant with the most stringent emission
10 regulations in the world. From fuel tank to tailpipe, Bosch is pleased to equip this vehicle with
11 top technologies to give consumers a great driving experience requiring fewer stops at the
12 pump.” Bosch LLC also announced that the “clean diesel” system for the Jeep Grand Cherokee
13 would be assembled at Bosch’s facility in Kentwood, Michigan.

14 72. In reality, Fiat Chrysler—working with VM Italy and VM America on the design
15 of the EcoDiesel®’s engines and Bosch GmbH and Bosch LLC on the design of the EDC Unit
16 17—was either unable or unwilling to devise a solution within the constraints of the law. And
17 so, like their rivals at Volkswagen, they devised one outside of it. Instead of cutting their losses
18 on “EcoDiesel,” delaying the production of the Fraudulent Vehicles, or coming clean, Fiat
19 Chrysler worked closely with VM Italy and VM America and Bosch GmbH and Bosch LLC to
20 customize the EDC Unit 17 to allow Fraudulent Vehicles to simulate “passing” the EPA and
21 CARB testing. Unlike during testing, the software disables or restricts certain of the emission
22 controls during real-world driving conditions. When the emission controls are de-activated on
23 the road, the Fraudulent Vehicles emit up to 20 times the legal limits of NOx.
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1 73. These software controls designed and implemented by Bosch GmbH and Bosch
2 LLC were concealed from regulators on COC and EO applications for the Fraudulent Vehicles,
3 thus deceiving the EPA and CARB into approving the Fraudulent Vehicles for sale throughout
4 the United States and California. Of course, consumers, who have no way of discerning that the
5 emission control technology de-activated during real-world driving conditions, were likewise
6 deceived.
7

8 74. Specifically, Bosch GmbH and Bosch LLC worked hand-in-glove with Fiat
9 Chrysler and VM Motori to develop and implement a specific set of software algorithms for
10 implementation in the Fraudulent Vehicles, which enabled FCA to adjust fuel levels, exhaust gas
11 recirculation, air pressure levels, and even urea injection rates. A study recently published by
12 researchers at the University of California, San Diego, and Ruhr-Universität Bochum in
13 Germany revealed technical documents showing that Bosch code was used in a so-called defeat
14 device for a Fiat vehicle. The study described the software as setting one mode for when a
15 vehicle is being tested for emissions, but then allowing tailpipe pollution to spike in real-world
16 driving conditions. The study described Bosch's role in building the electronic control unit
17 ("ECU") hardware and developing the software running on the ECU and found there was "no
18 evidence that automobile manufacturers write any of the code running on the ECU." To the
19 contrary: "All code we analyzed in this work was documented in documents copyrighted by
20 Bosch and identified automakers as the intended customers." The study concluded: "We find
21 strong evidence that both defeat devices were created by Bosch and then enabled by Volkswagen
22 and Fiat for their respective vehicles."

23 75. For context, when carmakers test their vehicles against EPA emission standards,
24 they place their cars on dynamometers (essentially large treadmills or "rollers") and then perform
25

1 a series of specific maneuvers prescribed by federal regulations to simulate driving and test
2 emissions in a controlled environment. Bosch's EDC Unit 17 gave Fiat Chrysler the ability to
3 detect test scenarios by monitoring vehicle speed, acceleration, engine operation, air pressure,
4 and even the position of the steering wheel. For example, given that the steering wheel cannot
5 be turned on a dynamometer, Bosch programmed a sensor which detected whether or not the
6 steering wheel turned. When the EDC Unit 17's detection algorithm detected an emission test
7 was complete, the EDC Unit 17 could de-activate or reduce the emission control systems'
8 performance, causing the Fraudulent Vehicle to spew illegal amounts of NOx emissions when
9 out on the road.

11 76. This workaround was illegal. The CAA expressly prohibits defeat devices,
12 defined as any auxiliary emission control device "that reduces the effectiveness of the emission
13 control system under conditions which may reasonably be expected to be encountered in normal
14 vehicle operation and use." 40 C.F.R. § 86.1803-01; *see also id.* § 86.1809-10 ("No new light-
15 duty vehicle, light-duty truck, medium-duty passenger vehicle, or complete heavy-duty vehicle
16 shall be equipped with a defeat device."). Moreover, the CAA prohibits the sale of components
17 used as defeat devices, "where the person knows or should know that such part or component is
18 being offered for sale or installed for such use or put to such use." 42 U.S.C. § 7522(a)(3).
19 Finally, in order to obtain a COC, automakers must submit an application, which lists all auxiliary
20 emission control devices installed in the vehicle, a justification for each, and an explanation of
21 why the control device is not a defeat device.

25 77. As the EPA has now alleged against Fiat, FCA, VM Italy, and VM America,
26 Defendants did not disclose, and affirmatively concealed, the presence of performance-altering
27 software code developed with Bosch GmbH and Bosch LLC from government regulators. In
28

1 other words, FCA lied to the government, its customers, its dealers, and the public at large.

2 78. Because FCA lied on the COC and EO applications, these COCs and EOs were
3 fraudulently obtained. And because the Fraudulent Vehicles did not conform “in all material
4 respects” to the specifications provided in the COC and EO applications, the Fraudulent Vehicles
5 were never covered by a valid COC or EO, and thus were *never* legal for sale—nor were they
6 EPA and/or CARB compliant, as represented. With the complicity of Bosch and VM Motori,
7 Fiat Chrysler hid these facts from the EPA, CARB, and other regulators, from FCA dealers and
8 consumers, and FCA continued to sell and lease the Fraudulent Vehicles to the driving public,
9 despite their illegality.

10 79. Fiat Chrysler’s illegal workaround was enabled by a close partnership with
11 Bosch, which enjoyed a sizable portion of its annual revenue from manufacturing parts used in
12 the Fraudulent Vehicles and other “clean” diesel vehicles. Bosch GmbH and Bosch LLC were
13 aware that Fiat Chrysler used its emission control technology as a concealed auxiliary (or defeat)
14 device and, in act, worked together with Fiat Chrysler and VM Motori to develop and implement
15 software algorithms specifically tailored to allow the Fraudulent Vehicles to evade detection.

16 80. Bosch GmbH and Bosch LLC worked closely with Fiat Chrysler and VM Motori
17 to create specifications and software code for each Fraudulent Vehicle model. Indeed,
18 customizing a road-ready ECU is an intensive three- to five-year endeavor involving a full-time
19 Bosch presence at an automaker’s facility. VM Italy and VM America likewise worked closely
20 with Bosch GmbH, Bosch LLC, and Fiat Chrysler in designing, installing, and calibrating the
21 engines for the Fraudulent Vehicles.

22 81. All Bosch EDCs, including the EDC17, run on complex, highly proprietary
23 engine management software over which Bosch exerts near-total control. In fact, the software
24

1 is typically locked to prevent customers, like Fiat Chrysler, from making significant changes on
2 their own. Accordingly, both the design and implementation are interactive processes, requiring
3 Bosch's close collaboration with the automaker from beginning to end.

4 82. Bosch GmbH and Bosch LLC's security measures further confirm that its
5 customers cannot make significant changes to Bosch software without their involvement. Bosch
6 boasts that its security modules protect vehicle systems against unauthorized access in every
7 operating phase, meaning that no alteration could have been made without either a breach of that
8 security—and no such claims have been advanced—or Bosch's knowing participation.

9 83. Unsurprisingly, then, at least one car company engineer has confirmed that
10 Bosch maintains absolute control over its software as part of its regular business practices:

11 I've had many arguments with Bosch, and they certainly own the
12 dataset software and let their customers tune the curves. Before each
13 dataset is released it goes back to Bosch for its own validation.

14 Bosch is involved in all the development we ever do. They insist on being present at all our
15 physical tests and they log all their own data, so someone somewhere at Bosch will have known
16 what was going on. All software routines have to go through the software verification of Bosch,
17 and they have hundreds of milestones of verification, that's the structure

18 The car company is *never* entitled by Bosch to do something on their own.

19 84. Defendants' work on the EDC17 reflected a highly unusual degree of
20 coordination among them. As they did with Volkswagen, the units required the work of
21 numerous Bosch coders for a period of more than ten years. Although Bosch publicly introduced
22 the EDC17 in 2006, it had started to develop the engine management system years before.

23 85. Bosch was concerned about getting caught in the scheme to enable diesel
24 emissions cheating. As reported in the German newspaper, *Bild am Sonntag*, and a French
25

1 publication, a Volkswagen internal inquiry found that in 2007, Bosch warned Volkswagen by
2 letter that using the emission-altering software in production vehicles would constitute an
3 “offense.” Yet, Bosch concealed the software, and its emission control functions, in various
4 “clean” diesel vehicles, including the Fraudulent Vehicles, from U.S. regulators and consumers.

5 86. Bosch LLC worked closely with Bosch GmbH and diesel automakers both in
6 the United States and in Germany, to ensure that the “clean” diesels, like the Fraudulent Vehicles,
7 passed emission testing. Bosch LLC employees frequently communicated with regulators in the
8 United States and actively worked to ensure that diesel vehicles were approved for sale in the
9 United States. For example, we now know that employees of Bosch LLC and Bosch GmbH
10 provided specific information to regulators in the United States about how Volkswagen’s
11 vehicles functioned and unambiguously stated that the vehicles met emission standards. Bosch
12 LLC regularly communicated to its colleagues and clients in Germany about ways to deflect and
13 diffuse questions from regulators in the United States about those vehicles. On information and
14 belief, Bosch LLC also assisted in concealing the true nature of the emission control technology
15 from regulators in the United States with respect to the Fraudulent Vehicles at issue here.
16

17 87. Bosch not only kept the dirty secret safe, it went a step further and actively
18 lobbied lawmakers to push “clean diesel” in the United States. As early as 2004, Bosch
19 announced a push to convince U.S. automakers that its diesel technology could meet tougher
20 2007 emission standards in the United States. Bosch engaged in a multi-year, multi-million dollar
21 effort involving key players from Bosch in both Germany and the United States. In its efforts
22 to promote “clean diesel” technology in the United States, Bosch GmbH acted on behalf of its
23 global group of affiliated companies, including Bosch LLC.
24

25 88. Bosch’s promotion of diesel technology specifically targeted the United States.
26

1 For example, Bosch put on “Diesel Days in California” and “SAE World Congress in Detroit.”

2 In 2008, Bosch LLC co-sponsored the “Future Motion Made in Germany-Second Symposium
3 on Modern Drive Technologies” at the German Embassy in Washington, D.C., with the aim of
4 providing a venue for “stakeholders to gain insight into the latest technology trends, and to
5 engage in a vital dialogue with industry leaders and policymakers.”

6 89. Bosch LLC hosted multi-day conferences open to regulators and legislators and
7 held private meetings with regulators, in which it proclaimed extensive knowledge of the “clean”
8 diesel technology, including the calibrations necessary for the vehicles to comply with emission
9 regulations.

10 90. In April 2009, for example, Bosch organized and hosted a two-day “California
11 Diesel Days” event in Sacramento, California. Bosch invited a roster of lawmakers, journalists,
12 executives, regulators, and non-governmental organizations with the aim of changing
13 perceptions of diesel from “dirty” to “clean.” The event featured “clean diesel” vehicles as
14 ambassadors of “clean diesel” technology. The stated goals were to “build support for light-duty
15 diesel as a viable solution for achieving California’s petroleum and emission reduction
16 objectives.”

17 91. Bosch also joined in events promoting the Fraudulent Vehicles. At one such
18 event hosted by Ram, Jeep and Bosch in Traverse City, Michigan, Bosch made a number of
19 statements regarding the 3.0-liter EcoDiesel V6’s performance. It stated that the “Bosch
20 emissions control system helps ensure that virtually no particulates and minimal oxides of
21 nitrogen (NOx) exit the tailpipe” and that a Jeep Grand Cherokee or Ram 1500 diesel’s engine
22 provides a fuel economy that is “30% better than a comparable gasoline engine.”

23 92. In 2009, Bosch also became a founding member of the U.S. Coalition for
24

1 Advanced Diesel Cars. One of this advocacy group's purposes included "promoting the energy
 2 efficiency and environmental benefits of advanced clean diesel technology for passenger vehicles
 3 in the U.S. marketplace." This group lobbies Congress, U.S. regulators, and CARB in
 4 connection with rules affecting "clean diesel" technology.

5 **FCA'S MISLEADING MARKETING**

6 **A. Fiat Chrysler Identifies and Combats the "Dirty Diesel" Stigma.**

7 93. As described above, Fiat Chrysler, VM Motori, and Bosch began investigating
 8 strategies to develop and market diesel vehicles in the North American market in at least July
 9 2010. FCA-MDL-001184465. As early as February 2012, Chrysler had already commissioned
 10 and presented research to understand how to market the diesel vehicles to consumers. FCA-
 11 MDL-001182796-821.

12 94. This research confirmed that the Defendants had a significant obstacle to
 13 overcome: consumers associated diesel engines with old technology and, more importantly, with
 14 "negative images of smog and dirt."

15 95. This "dirty diesel" stigma was considerable. During Fiat Chrysler's 2012 focus
 16 group addressing "diesel perceptions," one consumer noted "[I] can't stand diesel"; another felt
 17 "[diesel] has an image problem"; another explained that "when somebody says diesel, I just think
 18 of that black smoke"; to another, diesel evoked image of "smoke, exhaust"; another associated
 19 diesel with "old images of a truck letting off all of these emissions"; and, summing it up, one
 20 focus group participant noted "you just think dirty when you think diesel." FCA-MDL-
 21 001422127.

22 96. Unsurprisingly, then, Fiat Chrysler worked hard to rebut the dirty diesel stigma
 23 in communications directly with consumers and in training materials for dealers (to help the
 24

1 dealers persuade consumers to purchase the Fraudulent Vehicles). In a Jeep EcoDiesel “Product
2 Brief,” for example, Fiat Chrysler noted “[b]uyers can be resistant to consider a diesel purchase
3 due to several perceptions that are no longer true” including that “diesels are filthy . . . [and] too
4 loud and smelly.” FCA-MDL-000517246-53. The brief combats these perceptions by stating
5 that “diesel engines are surprisingly responsible in view of ecological concerns.” *Id.* It also
6 includes a “key messages” for prospective consumers including: “Diesel engines offer clean
7 operation with typically 25% less emissions than a gasoline engine.” *Id.* It also notes that the
8 “3.0L EcoDiesel V6 uses Selective Catalyst Reduction (SCR) with DEF to help minimize
9 exhaust emissions” and uses “NOx modules and sensors . . . to help control tailpipe emissions.”
10

11 *Id.*

12 97. Similarly, a Ram 1500 “Targeted In-Dealership Training” guide notes that the
13 two “most common misconceptions about diesel engines” are that “Diesels are noisy” and
14 “Diesels are dirty.” FCA-MDL-000517194-203. As to the latter, the guide instructs dealers that
15 the “Diesel Exhaust Fluid (DEF) and Selective Catalyst Reduction lower the exhaust emissions
16 of diesel engines.” *Id.* It later explains that DEF “reduce[s] nitrous oxides coming out of the
17 tailpipe” and “helps to create non-harmful emissions.” *Id.* The guide then states that “[o]ur
18 EcoDiesel runs extremely clean for a truck powerplant.” *Id.*

19 98. In a “news” document, again presumably targeting Ram and Jeep dealers, Fiat
20 Chrysler explained that “[w]hen pitching the EcoDiesel, it may help you to keep in mind a few
21 advantages to driving a diesel engine.” FCA-MDL-000518525. One advantage was that
22 “Diesels Are Getting Greener.” *Id.* The document then explained that “[i]n the past, diesels were
23 seen as polluters – a hindrance to environmentally conscious customers. Today’s diesels,
24 however, run cleaner than they ever have before. For its part, the ecologically responsible
25

1 EcoDiesel V6 is the cleanest light-duty engine available.” *Id.*

2 **B. The EcoDiesel Name and Badge Communicate Environmental Friendliness and Fuel**
Efficiency.

3 99. Fiat Chrysler also understood that a key component of overcoming the diesel
 4 stigma, and of marketing the Fraudulent Vehicles’ purported environmental friendliness and fuel
 5 economy, was the naming and labeling of the diesel technology. As noted above, Fiat Chrysler
 6 conducted research in February 2012 to address this very issue. FCA-MDL-001182796-821.
 7 That research concluded that the “[b]est names [for Fiat Chrysler’s diesel engine] highlight
 8 ‘green’ theme.” *Id.* It further concluded that “[f]uel efficiency and environmental friendliness
 9 are important; names connected with these will be most well-received.” *Id.*

10 100. The highest-ranked name, in terms of both appeal and preference, was “Eco-
 11 Diesel.” The research explained that “‘Eco’ encompasses green, efficient, and economic . . . and
 12 is strongly associated with being environmentally friendly.” Similarly, the research concluded
 13 that the EcoDiesel “[n]ame [i]mplies a variety of positive meanings – green, efficient, economic,
 14 etc.” Unsurprisingly, the “imagery” most associated with the name “EcoDiesel” was
 15 “Environmentally-Friendly” and “Fuel Efficient.” *Id.*

16 101. Although other potential names (*e.g.*, “Clean Diesel” and “Enviro Diesel”) had
 17 slightly higher associations with environmental friendliness, “EcoDiesel” communicated the
 18 combination of “green” credentials and fuel economy the best. Fiat Chrysler had found its
 19 winner.

20 102. Fiat Chrysler adopted and trademarked the “EcoDiesel” name and used it in
 21 virtually every advertisement for the Fraudulent Vehicles. It also branded every single
 22 Fraudulent Vehicle with an EcoDiesel badge.

23 103. This badging was extremely important to Fiat Chrysler. Jim Morrison, then the

1 head of Jeep Brand Product marketing, gave a presentation some 20-30 times in which he
2 explained that “consumers are immediately receptive to the EcoDiesel badging/logo” and
3 “suggest that ‘Eco-diesel badging can initially change the impression of diesel vehicles.” FCA-
4 MDL-001166458-533; Morrison Dep. Tr. 131:5-6. As the notes below the slide confirm,
5 “[c]onsumers further believe that the word ‘Eco- Diesel’ can change the perception of a diesel
6 engine to something denoting ecologically conscious and economical to own and operate.” *Id.*

7

8 104. Mr. Morrison also confirmed the meaning and importance of the EcoDiesel name
9 and badge in a sworn declaration he submitted in connection with a trademark dispute. There,
10 he declared that “Chrysler decided to combine the terms ‘Eco,’ ‘Diesel,’ and ‘3.0L’ . . . to refer
11 to the engine because the engine is an economical, fuel-efficient, more environmentally friendly
12 3.0 liter diesel engine.” *Unitek Solvent Services, Inc. v. Chrysler Group, LLC*, No. 1:12-cv-
13 00794, Dkt. 86-35 at ¶ 8 (June 4, 2013). He further explained that “Chrysler [also] based its
14 decision to use the descriptive terms ‘eco’ and ‘ecodiesel’ on the fact that numerous third parties
15 in a variety of industries use the term ‘eco’ to describe ecologically or environmentally friendly
16 products or services that have been developed to reduce carbon emission, energy consumption,
17 or otherwise preserver the environment.” *Id.* at ¶ 10.

18

19 105. Many additional documents confirm that Fiat Chrysler intended the name
20 “EcoDiesel” and the EcoDiesel badge to convey both environmental friendliness and fuel
21 economy. A September 2013 press release, for example, included a heading entitled “Putting the
22 ‘Eco’ in EcoDiesel” under which it claimed that “[t]he new EcoDiesel V6 achieves 50-state
23 emissions compliance for both tier II and BIN 5.” FCA-MDL-000519022-24. In other words,
24 the “Eco” in EcoDiesel means not just environmental friendliness, generally, but also emissions
25 compliance, specifically.
26

27

28

1 106. A later Ram press release entitled “Ram has ‘turned up the ECO’ on fullsize
2 truck MPG’s . . . to 29” further demonstrates that the “Eco” in EcoDiesel also refers to fuel
3 economy. FCA-MDL-001344885-86; FCA-MDL-001401873.

4 107. Again, the EcoDiesel badge was placed prominently on every single Fraudulent
5 Vehicle, and the word “EcoDiesel” was used in virtually every consumer-facing communication.
6 That word and badge represented to consumers and Plaintiffs that the Fraudulent Vehicles were
7 environmentally friendly and fuel efficient. Both representations, it turns out, were based on a
8 lie: the Fraudulent Vehicles were not, in fact, environmentally friendly, and could achieve their
9 fuel economy only through concealed emissions apparatuses that caused the vehicles to pollute
10 excessively in real-world driving conditions. Each Plaintiff saw and relied on the “EcoDiesel”
11 badge and acquired a Fraudulent Vehicle based on the representation that it was an “Ecodiesel”
12 vehicle (i.e. reduced emissions and fuel efficient).

15 **C. FCA Misrepresents the Fraudulent Vehicles to Consumers in a Consistent and**
16 **Pervasive Marketing Campaign.**

17 108. Fiat Chrysler’s misleading representations about the Fraudulent Vehicles—
18 including their purported “green” credentials, superior fuel economy, and other performance
19 characteristics—were not limited to EcoDiesel badge. Indeed, FCA engaged in a full court press
20 to market the Fraudulent Vehicles, and to communicate to consumers the purported benefits of
21 the EcoDiesel engine. These communication efforts included, among other things: (1) press
22 releases aimed at generating positive news articles about the EcoDiesel attributes; (2)
23 comprehensive dealer training materials that taught dealers how to sell the Fraudulent Vehicles
24 with false and misleading misrepresentations; (3) vehicle brochures disseminated at dealerships
25 and elsewhere; information and interactive features on FCA’s websites and blogs; and (4) print
26 and television marketing.

1 **1. Press Releases and Media Communications**

2 109. As early as 2013, FCA began issuing press releases that were sent directly to
 3 consumers and were also intended to generate consumer-facing articles and reviews about the
 4 EcoDiesel engine. There are many such examples. A representative sampling includes:

- 5 a. A January 2013 press release announcing a “new, clean, 3.0-liter EcoDiesel V-6
 6 engine” in the Jeep Grand Cherokee. The release touts the “30 mpg highway
 7 with driving range of more than 730 miles,” and the “class-leading 240
 8 horsepower and massive 420lb.-ft of torque.” Notably, it also states that the
 9 “Selective Catalytic Reduction (SCR) help[s] the new engine” be “clean” and
 “50-state legal.” FCA-MDL-001134988-90.
 - 10 b. An October 2013 press release notifying the media that the “[n]ew 2014 Jeep
 11 Grand Cherokee EcoDiesel wins ‘Green’ category” of the 2014 Active Lifestyle
 12 Vehicle Awards. The release claims the Jeep EcoDiesel includes “clean-diesel
 13 technology” and delivers “best-in-class fuel economy and driving range.” FCA-
 14 MDL-000519206-07.
 - 15 c. A February 2014 press release proclaiming that the “2014 Ram 1500 EcoDiesel
 16 sets new fuel-economy benchmark of 28 MPG.” The release repeatedly touts the
 17 EcoDiesel’s fuel economy and claims that its SCR and EGR systems—both of
 18 which were compromised by the AECDs described herein—“contribute to 50-
 19 state compliance with Tier2/Bin 5 emissions regulations.” FCA-MDL-
 20 001142520-21.
 - 21 d. A November 2014 press release announcing that the “Ram 1500 EcoDiesel [was]
 22 named 2015 Green Truck of the Year by Green Car Journal.” The release states
 23 that the “Ram 1500 delivers an outstanding combination of best-in-class fuel
 24 efficiency, unsurpassed torque and a surplus of towing capacity.” It also quotes
 25 the editor of Green Car Journal who noted that “[t]he Ram 1500 EcoDiesel
 26 exemplifies what a ‘green’ truck should be.” FCA-MDL-000519290-01.
 - 27 e. A January 2015 press release announcing that the “Jeep Grand Cherokee
 28 EcoDiesel [was] named 2015 Green SUV of the Year by Green Car Journal.”
 The release again boasts the EcoDiesel’s “best-in-class” fuel economy,
 “untouched” range, “class-leading” horsepower, “massive” torque, and its
 “clean-diesel technology.” FCA-MDL-001377187-88.
 - 29 f. A November 2016 press release boasting “best-in-class fuel economy and longest
 range with exclusive EcoDiesel – 29 mpg and 754 miles with Ram 1500.” FCA-
 MDL-001185732-34.
110. Notably, Marchionne himself was asked to approve, and did approve, a draft

1 press release from February 2013 announcing that “Ram [was the] first to build light-duty diesel
2 pickup.” The release promoted an “outstanding combination of best-in-class fuel efficiency,
3 best- in-class torque and impressive capability.” It also stated that the “EcoDiesel . . . emissions
4 are 60 percent less than those produced by diesel powertrains 25 years ago.” FCA-MDL-
5 001367858-59.
6

7 111. In some instances, these press releases were sent directly to consumers in “hand
8 raiser” communications, as evidenced by a 2014 email to a prospective customer. That email
9 “thanks [the prospective customer] for asking about the 2014 Ram 1500 EcoDiesel,”—which it
10 says is “capable, efficient, and easy on the environment”—and links to a Ram “press release for
11 more information.” FCA-MDL-001180641.
12

13 112. Even when not sent directly to consumers, all the press releases—and the
14 consistent representations about environmental friendliness, fuel economy, and performance
15 contained in them—were intended to, and did in fact, result in significant buzz and media
16 attention for the EcoDiesel vehicles, to which Plaintiffs were exposed. The representations that
17 resulted were false (because the vehicles contained concealed components that compromised the
18 emissions control systems in real-world driving conditions) and deceptive (because the vehicles
19 could not perform as represented without the concealed emission control components).
20

21 **2. Dealer Training Materials**

22 113. As noted above, FCA disseminated to its dealers comprehensive training
23 materials to help them communicate the EcoDiesel attributes to consumers, and ultimately, to
24 sell more Fraudulent Vehicles. Those materials consistently emphasized the (supposed)
25 environmental friendliness, fuel efficiency, and power of the EcoDiesel engine, among other
26 attributes.
27

1 114. Ram, for example, held a “targeted in-dealership training” through its dealer-
2 focused “Chrysler Academy” and disseminated an accompanying “participant reference guide.”
3 The document explains that the training is “focuse[d] on features of Ram 1500 and will help you
4 sell down your 2014 model year vehicles while it also helps you prepare for the 2015s.” This
5 training document includes an entire section on EcoDiesel, and as discussed above, it addresses
6 the “common misconception” that “[d]iesels are dirty” and instructs that “Diesel Exhaust Fluid
7 (DEF) and Selective Catalyst Reduction lower the exhaust emissions of diesel engines.” Then,
8 answering the question “How clean is the 3.0L EcoDiesel V6?” the guide explains that “[o]ur
9 EcoDiesel runs extremely clean.” It also states that the engine “[c]omplies with all diesel-related
10 emissions standards,” and notes that selling points of the diesel include its “Fuel efficiency,”
11 “Power (Torque),” and “Quality, Reliability and Durability (QRD).” Finally, the guide includes
12 an “in the media section” highlighting positive reviews and articles. FCA-MDL-000517194-
13 245.

14 115. Jeep held a similar Chrysler Academy event for dealers and also disseminated an
15 accompanying “product reference guide” with eight pages devoted exclusively to the EcoDiesel
16 engine. FCA-MDL-000518573-620. As with the Ram guide, the Jeep guide addresses the dirty
17 diesel stigma, and offers selling points to rebut it. The guide explains that the EcoDiesel engine
18 exhibits “confident power, surprisingly clean operation” and claims that “it is going to convert a
19 host of new customers to the impressive benefits of pulse-quicken acceleration and efficient
20 and ecological clean diesel operation.” It highlights the “clean operation and effective emissions
21 control,” specifically noting that the SCR and EGR systems combine to mitigate NOx and
22 produce “clean diesel operation.” Finally it includes a “Key messages” section emphasizing the
23 importance of fuel efficiency, “clean operation,” and “torque.” These themes are echoed almost
24 28

1 verbatim in another, 13-page Chrysler Academy “Product Brief” focused exclusively on the
2 EcoDiesel engine. FCA-MDL-001183753-65. The product brief includes almost identical “key
3 messages for your prospects,” and notes that the engine is “surprisingly responsible in view of
4 ecological concerns.”

5 116. Yet another Chrysler Academy “Web Launch” training session explains that its
6 purpose was “to help participants” better understand the vehicles and, critically, to “[u]nderstand
7 elements for effective presentations to shoppers.” It includes similar language about fuel
8 economy, power, and environmental friendliness. It also explains that “for buyers who respect
9 the environment, they should know this is a very clean diesel . . . very green without question.”
10 FCA-MDL-001183766-901.

11 117. These are but a few examples that highlight the comprehensive training that FCA
12 provided for its dealers. The objective of these trainings was to arm the dealers with selling
13 points that they could relay to consumers—and they did just that. For the Fraudulent Vehicles,
14 the consistent selling point was the no-compromise combination of fuel efficiency,
15 environmental friendliness, and power. This selling point was false (because the vehicles
16 contained concealed components that compromised the emissions control systems in real-world
17 driving conditions) and deceptive (because the vehicles could not perform as represented without
18 the concealed emission control components).

22 **3. Vehicle Brochures**

23 118. FCA also communicated directly with consumers through its vehicle brochures,
24 available both online and at the dealerships. These brochures are chock full of representations
25 about the EcoDiesel engine’s fuel economy, environmental friendliness, and power.

26 119. The brochure for the 2014 Jeep Grand Cherokee, for example, devotes an entire
27

1 page to the EcoDiesel engine. That page depicts the EcoDiesel badge and also an image of the
2 engine with a green leaf on top. It states that the engine achieves “best-in class: 30 MPG fuel
3 economy[,] 730-mile driving range[,] 420 lb-ft of torque[, and] 7400-lb maximum towing.” It
4 further claims that “its reduced CO₂ emissions display reverence for the environment” and even
5 goes so far as to state that “[p]roudly, the EcoDiesel meets and even exceeds the low emissions
6 requirements in all 50 states.”

8 120. The 2015 brochure makes similar claims. It again features the EcoDiesel badge
9 and environmental imagery. And it again boasts “best-in-class . . . 30 hwy mpg fuel economy”
10 and “a driving range of 730 highway miles.” It also states that the vehicles are “clean” and 50-
11 state compliant, and even opens with this environmentally-focused introduction: “Love the
12 planet along with great fuel economy? Then the Jeep Brand’s Diesel engine will ring true. It
13 lets you adhere to your principles and get extra points for embracing innovative technology.”

15 121. The 2016 brochure also features the EcoDiesel badge, and touts best-in-class
16 fuel economy, range, horsepower, and torque. And it too states that “[t]he EcoDiesel exceeds
17 the low- emissions requirements in all 50-states.”

19 122. The Ram 1500 brochures make similar claims. Like the Jeep Brochures, the
20 2014 Ram 1500 brochure devotes an entire page to the EcoDiesel engine, depicts the EcoDiesel
21 badge, and repeatedly touts the truck’s “best-in-class” fuel economy and “impressive” range. It
22 also boasts that the truck is “clean by nature” with “minimal CO₂ levels” and a “[t]op-notch DEF
23 system.”

25 123. The 2015 brochure also advertises “top-tier mpg ratings,” “superb driving range
26 and best-in-class 28 mpg highway,” and claims the truck is “clean by nature” with “minimal CO₂
27 levels” and a “zero-hassle DEF system.”

1 124. The 2016 brochure again boasts “best-in-class 29 mpg highway fuel economy,”
2 “up to 754-mile range,” “240 horsepower,” “420 lb-ft of torque,” “minimal CO2 levels” and a
3 “zero-hassle DEF system.”

4 125. The brochures are tied together by common themes and sometimes identical
5 language. The key representations made throughout were that the Fraudulent Vehicles delivered
6 a no-compromise combination of fuel efficiency, environmental friendliness, and performance.
7 Those representations were false (because the vehicles contained concealed components that
8 compromised the emissions control systems in real-world driving conditions) and deceptive
9 (because the vehicles could not perform as represented without the concealed emission control
10 components).

13 4. **FCA Websites**

14 126. FCA hosted a number of blogs and websites that promoted the EcoDiesel
15 technology, including the official Ram and Jeep websites, which many named Plaintiffs visited
16 before making their purchase/lease decisions. Both company sites reiterated FCA’s consistent
17 messaging for the Fraudulent Vehicles—*i.e.*, that they were clean, fuel efficient, and high
18 performing.

20 127. A February 9, 2014, capture of the Jeep website, for example, includes a diesel
21 tab, under which it displays the EcoDiesel badge and tells viewers to “[f]orget everything you
22 thought you knew about diesel. The all-new jeep EcoDiesel engine offers innovative technology
23 that is efficient, increases range, and improves power – all while leaving little trace of being
24 there.”

26 128. The Jeep website also includes separate pages featuring its supposed “Best-in-
27 Class maximum towing capacity,” “incredible 730-mile highway driving range,” and “superior
28

1 fuel economy.” As to fuel economy, the website also includes (and has included since at least
 2 2014) a “savings calculator” that allows consumers to enter their miles driven per day and then
 3 calculates their annual fuel savings using “Clean Diesel.”

4 129. Ram’s website made similar representations, touting the fuel economy,
 5 horsepower, torque, and towing capacity of the EcoDiesel engine, and claiming that it was
 6 “[e]quipped with a diesel oxidation catalyst, diesel particulate filter and selective catalyst
 7 reduction so it is emissions-compliant in all 50-states.”

8 130. Like Jeep, Ram also included a fuel savings calculator, as well as graphics
 9 comparing the best-in-class fuel economy to the competition.

10 131. FCA made many similar representations throughout the many websites it
 11 operated, including but not limited to the following:

- 14 a. The EcoDiesel engine is designed for those “who want to drive an efficient,
 15 environmentally friendly truck without sacrificing capability or performance.”
- 16 b. The Ram 1500 EcoDiesel is “the NAFTA market’s first and only light-duty
 17 pickup powered by clean diesel technology.”
- 18 c. “Thanks to advanced emissions-control technology . . [EcoDiesel’s] exhaust is
 19 ultra-clean, making this engine available in all 50 states.”
- 20 d. “Equipped with a diesel oxidation catalyst, diesel particulate filter and selective
 21 catalyst reduction, the EcoDiesel® V6 engine will be emissions- compliant in all
 22 50 states.”
- 23 e. “Chrysler Group engineers adapted the engine—manufactured by Fiat- owned
 24 V.M. Motori—to meet the NAFTA region’s stringent emissions and on-board
 25 diagnostic regulations. The new EcoDiesel® V-6 is Tier 2/Bin 5 compliant.”
- 26 f. The emissions on the EcoDiesel® engine data sheet meet Tier2 Bin5
 27 requirements.
- 28 g. “[T]he Bosch emissions control system helps ensure that virtually no particulates
 29 and minimal oxides of nitrogen (NOx) exit the tailpipe.”

132. Many Plaintiffs visited FCA’s websites to learn about the Fraudulent Vehicles.

1 On those websites, as in all the other ways FCA communicated to consumers, FCA's message
2 was clear and consistent: the EcoDiesel engine delivers a no-compromise package of fuel
3 economy, range, performance, and environmental-friendliness. Those representations were false
4 (because the vehicles contained concealed components that compromised the emissions control
5 systems in real-world driving conditions) and deceptive (because the vehicles could not perform
6 as represented without the concealed emission control components).
7

8 **5. Print Media and Television**

9 133. FCA reiterated its consistent representations - particularly the fuel economy
10 representations - through print media and television commercials.

11 134. The print ad campaign was robust. One FCA-produced document identifies over
12 250 Ram print ad buys in several dozen publications from June 2014 to October 2016. FCA-
13 MDL-000519349. Another document shows expenditures of almost \$300,000 to place Jeep
14 EcoDiesel print ads in a variety of magazines in June through August 2013. FCA-MDL-
15 001360559. Yet another document identifies additional ad buys for 14 newspapers across the
16 country. FCA-MDL-000519351. And Plaintiffs' own investigation has revealed even more
17 print ad placements in additional publications.
18

20 135. Critically, virtually all of the print ads for the Fraudulent Vehicles contain the
21 same or similar relevant representations, including: (1) the word "EcoDiesel" and/or the
22 EcoDiesel badge, and (2) fuel economy claims such as specific MPG ratings, "most fuel
23 efficient," and "best-in-class" fuel economy.

25 136. The television commercial campaign was also extensive, and also conveyed
26 consistent messages. One FCA document shows 17,595 discrete commercial buys between
27 January 2014 and September 2016, including during prominent and widely-viewed programming.
28

1 FCA-MDL-000519350.

2 137. Some examples of the relevant commercials (a portion of which are not included
 3 in the chart described above) include:

- 4 a. A commercial entitled “West” that prominently features the EcoDiesel badge,
 5 and promotes the Ram 1500 EcoDiesel’s “28 highway MPG” and “9,200 lbs
 6 towing.” FCA-MDL-000512961.
- 7 b. A commercial entitled “Roar” that prominently features the EcoDiesel badge, and
 8 promotes the Ram 1500 EcoDiesel’s “28 highway MPG” and “420 lb-ft torque.”
 FCA-MDL-000512962.
- 9 c. A commercial entitled “Runaway” that prominently features the EcoDiesel badge
 10 and promotes the Jeep Grand Cherokee EcoDiesel’s “best-in-class 30 MPG hwy”
 11 and “730-mile driving range.” FCA-MDL-000518756. Per the commercial buy
 12 document described above, this commercial ran approximately 1,000 times in
 January 2014.
- 13 d. A commercial entitled “Take Every Mile” that features the EcoDiesel badge and
 14 promotes the Jeep Grand Cherokee EcoDiesel’s “730-mile driving range.” FCA-
 15 MDL-000518759. Per the commercial buy document described above, this
 16 commercial ran approximately 400 times in two weeks in February 2016.
- 17 e. A commercial entitled “The Truth About Diesel” that “bust[s] some myths about
 18 diesel engines,” including that “all SUVs get bad gas mileage, diesel engines are
 19 dirty, and they run sluggish.” All three myths were “totally busted,” and the video
 20 specifically boasts the Jeep Grand Cherokee EcoDiesel’s “30 MPG and a 730-
 21 mile driving range.” It also depicts a man “check[ing] the data” on the emissions
 22 from the tailpipe and remarking “Wow, the greenhouse gas emissions are lower
 23 than a regular gasoline engine.” FCA-MDL-001418576.

24 138. Like the rest of Fiat Chrysler’s consumer communications, these commercials
 25 represented that the Fraudulent Vehicles were green (both through explicit representations and
 26 depictions of the EcoDiesel name and badge) and fuel efficient. These representations were
 27 pervasive and consistent. They were also false (because the vehicles contained concealed
 28 components that compromised the emissions control systems in real-world driving conditions) and deceptive (because the vehicles could not perform as represented without the concealed emission control components).

1 139. The Defendants saw the EcoDiesel technology as a huge opportunity to increase
2 their sales and profits. They understood that to realize this goal, they would have to overcome
3 the “dirty diesel” stigma, and convince consumers that the Fraudulent Vehicles offered a no-
4 compromise package of fuel efficiency, environmental friendliness, and power. Fiat Chrysler’s
5 efforts to communicate this message to consumers were far reaching and consistent. They were
6 also false and deceptive.
7

8 140. Defendants had multiple opportunities, and obligations, throughout their
9 marketing communications to disclose the uniform truth about the Fraudulent Vehicles—
10 namely, that all their emissions, fuel economy, and performance claims were predicated on
11 concealed emissions control components and software that caused the Fraudulent Vehicles to
12 pollute excessively in real-world driving conditions. This uniform omission and unvarying
13 concealment prevented any and all consumers from making a purchase based on all material
14 facts.
15

16 **D. The Defendants Knew These Representations Were False and Misleading.**
17

18 141. Unfortunately, the EcoDiesel technology did not work as represented. In
19 developing the Fraudulent Vehicles, the Defendants came to understand that they could not make
20 the vehicles environmentally friendly or “50-state compliant”—as they represented to consumers
21 through consistent and pervasive communications—and that the vehicles could not achieve the
22 fuel economy and performance that were central to Fiat Chrysler’s marketing efforts without
23 installing components and software that de-activated or reduced the emission control system
24 during real-world driving conditions. The Defendants concealed this fact from the regulators
25 and consumers alike, and cheated Plaintiffs of the vehicles they thought they were buying.
26

27 142. The Defendants’ scheme focused on at least two of the emissions control
28

systems in the Fraudulent Vehicles—both of which Fiat Chrysler pitched to consumers as enablers of the Fraudulent Vehicles purported “clean” operation: (1) the Exhaust Gas Recirculation (“EGR”) system and (2) the Selective Catalytic Reduction (“SCR”) system.

143. The EGR system reduces NOx in diesel emissions by lowering the temperature of the exhaust gas exiting the engine. The SCR system takes the NOx leftover from the EGR System and converts it into harmless nitrogen and water. Together, the EGR and SCR systems are vital to mitigating the pollution from the Fraudulent Vehicles’ diesel emissions.

144. As identified in the EPA’s NOV, the Defendants installed a number of undisclosed auxiliary emission control devices (“AECDs”) in the Fraudulent Vehicles that compromised the EGR and SCR systems and resulted in substantially increased NOx emissions during real-world driving conditions. As exemplified herein, the Defendants knew that these AECDs were not allowed, but that the Fraudulent Vehicles could not achieve the fuel economy or performance that the Defendants marketed without them.

16 **1. EGR AECD Strategy: EGR Rate Reduction**

145. Burning diesel fuel creates NOx. The amount of NOx produced by a diesel vehicle is a function of temperature: the hotter the exhaust gas is when it exits the engine, the more NOx it emits.

146. The EGR system minimizes NOx by lowering the temperature of the engine exhaust through a recirculation process. The higher the rate of exhaust gas recirculation (the EGR rate), the lower the exhaust gas temperature. The lower the exhaust temperature, the lower the NOx. But, critically, the higher the EGR rate in a vehicle, the worse fuel economy it achieves. Defendants employed the EGR AECDs in the Fraudulent Vehicles to either reduce the EGR rate or shut it off entirely, thereby artificially and secretly increasing the Fraudulent Vehicles’ fuel

1 economy and drivability at the expense of increased NOx.

2 147. One of the strategies Defendants used to reduce the EGR rate was through what
3 the EPA has named AECD 5, which detects the engine temperature in the Fraudulent Vehicles
4 and reduces the EGR rate during the vehicles' "warm-up phase" (the phase when the engine is
5 heating up after a cold start). The EPA described AECD 5 as "EGR rate reduction based on
6 engine temperature model." Defendants referred to it as "T_Eng" and various derivatives thereof
7 (e.g., "t_engine" and "tEng").

8 148. VM Motori knew as early as 2010 that T_Eng was an AECD (FCA-MDL-
9 000456083) that, if concealed, would be illegal. In April 2010, a Fiat Chrysler powertrain
10 division employee attempted to assure VM Motori's Controls and Calibration Director, Sergio
11 Pasini, that T_Eng did not employ "cycle detection" FCA-MDL-000452591. "Cycle detection"
12 refers to any mechanism that allows a vehicle to detect when it is undergoing regulatory
13 emissions testing, and modify its emissions accordingly. But Pasini knew better. Just two
14 months later, he told his VM Motori colleagues, "the [EGR] rate will be managed mainly on
15 t_engine which is, no matter what FIAT says, a cycle detection." *Id.* VM Motori regularly
16 admitted that the T_Eng function employed "cycle detection" (12/2011 correspondence—FCA-
17 MDL-000168161); "cycle recognition" (1/2012 correspondence—FCA-MDL-000377513; FCA-
18 MDL-000377513_T001 (English translation)); and "cycle beating" (02/2013 correspondence—
19 FCA-MDL-000430441-44; 06/2013—FCA-MDL-000295256). Pasini also understood that this
20 AECD was not being disclosed to the EPA. FCA-MDL-000377499; FCA-MDL-
21 000377499_T001-02 (English translation). In a May 2013 email, for example, Pasini told more
22 than a dozen of his VM Motori colleagues that the T_Eng function was not active during emission
23 testing and "has not been declared to regulators." *Id.*
24
25
26
27
28

149. Fiat Chrysler also knew that T_Eng was an AECD, and critically, all the
1 Defendants understood that it was necessary to achieve the desired fuel economy. In December
2 2011, VM Motori identified T_Eng as a “sort of ‘cycle detection’ to increase fuel economy
3 (FCA-MDL-000168161) and said Fiat Chrysler gave them approval to use it (FCA-MDL-
4 000377211). In January 2012, FCA Executive Bob Lee connected T_Eng to FCA’s objective of
5 achieving greater fuel economy in a presentation entitled “Fuel Economy Status Target.” FCA-
6 MDL-000000116. In February 2012, VM Motori directed Bosch to implement T_Eng, and told
7 Bosch that VM Motori would explain to Fiat Chrysler that T_Eng was “what you need if you
8 want 30 mpg.” FCA-MDL-000015652. Fiat Chrysler later explored ideas to replace T_Eng
9 with a different strategy, but it abandoned that process after VM Motori informed FCA’s Diesel
10 Calibration Manager that the “F[uel] E[economy] impact [of replacing T_Eng] is probably around
11 2 mpg highway.” FCA-MDL-000430044. In an email sent the next day, VM Motori’s Emanuele
12 Palma told colleagues that “Chrysler knows tEng is the only way to get to 30 mpg, so don’t worry
13 about this topic.” *Id.*

150. Like VM Motori and Fiat Chrysler, Bosch also knew that T_Eng was an AECD
16 that likely qualified as an “defeat device” under applicable regulations. FCA-MDL-000015652.
17 In February 2012, Bosch warned VM Motori that T_Eng is an emissions “defeat device” and
18 that they risked “serious penalties” if regulators found T_Eng to be cycle detection. *Id.* VM
19 Motori refused to abandon T_Eng, however, and told Bosch “we are working closely with
20 Chrysler [and] the feedback we’ve had so far about [using T_Eng] is positive.” *Id.* The same
21 month, Bosch sought to limit its liability from VM Motori’s use of T_Eng, and even considered
22 asking VM Motori to sign a risk release. RBL-MDL2777-PE-300402775-78. Yet, Bosch not
23 only incorporated T_Eng into the emissions software for the Fraudulent Vehicles (FCA-MDL-
24
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28

1 000351953), Bosch appears to gone so far as to have advised VM Motori not to disclose T_Eng
2 to regulators, if it planned to use the function (*see, e.g.*, RBL-MDL2777-PE-300530521-23). Of
3 course, this is exactly what they did.

4 151. On December 2, 2015, Morrie Lee of FCA Regulatory Affairs asked FCA Senior
5 Manager Emanuele Palma “[w]hat compelling or driving reason does a[n] [automobile
6 manufacturer] have to reduce EGR operation in the field?” FCA-MDL-000002857. Palma
7 responded simply: “Low EGR → low soot, good drivability, F[uel] E[economy].” *Id.* Two days
8 later, Lee told the EPA that Fiat Chrysler’s failure to document T_Eng as an AECD was “an
9 oversight of understanding.” FCA-MDL-000002011. The documents cited herein show
10 otherwise.

12 **2. SCR AECD Strategy: Dosing Disablement**

14 152. The SCR system uses DEF—a solution of urea and water—to convert NOx into
15 harmless nitrogen and water after it exits the EGR system and before it is emitted from the
16 tailpipe. The part of the emissions system where this process occurs is called the SCR catalyst.
17 In theory, the SCR system injects or “doses” measured quantities of DEF into the exhaust stream
18 based on a software program that injects the right amount of DEF to neutralize the amount of
20 NOx being emitted by the engine.

21 153. However, Defendants employed the SCR AECDs to either reduce the DEF
22 dosing amount or shut it down entirely. With the DEF dosing reduced or disabled, the Fraudulent
23 Vehicles emit more NOx.

25 154. Reduced DEF dosing was important to Defendants for at least two reasons. First,
26 the more DEF the Fraudulent Vehicles consumed, the more frequently consumers would have to
27 refill the DEF tank—an inconvenience that would make the vehicles less marketable. Second,
28

1 by the time the first Fraudulent Vehicles hit the market, the Defendants realized that the
2 chemicals in the DEF were breaking down the materials in the SCR catalyst and causing these
3 components to fail prematurely, which could be mitigated by reducing DEF dosing (at the
4 expense of increased emissions).

5 155. The Defendants relied heavily on an alternative DEF dosing mode called “online
6 dosing,” which limited the injection of DEF into the SCR catalyst, thereby compromising the
7 SCR system. The EPA identified this alternative dosing functionality as AECD 7. Bosch and
8 VM Motori first discussed “online dosing” in March 2011. FCA-MDL-000281212-14. Both
9 parties acknowledged that, if used, online dosing would have to be disclosed as an AECD. *Id.*
10 (“online dosing . . . could also be used outside cert cycle [but] needs to be declared at CARB”).
11 Yet, in November 2012, Bosch implemented a software change to prevent online dosing from
12 activating during EGR diagnostic monitoring (RBL-MDL2777-PE-300068645-48), and in
13 February 2013, Kasser Jaffri of FCA’s On Board Diagnostic group expressed concern to VM
14 Motori that CARB might see online dosing as “cycle beating” (FCA-MDL-000430441). Jaffri
15 concluded that, if applied, online dosing would have to be disclosed as an AECD. FCA-MDL-
16 000478134 (“Chrysler will request an AECD for [online dosing]”). It did not do so.
17

18 156. VM Motori then told Fiat Chrysler in March 2013 that it was not going to use
19 the online dosing strategy. FCA-MDL-000433186. They used it anyway. In September 2013,
20 Jaffri reported to FCA Senior Manager Dan Hennessey, head of the On Board Diagnostic group,
21 that online dosing was (1) active in the vehicles; (2) had not been disclosed to CARB or the EPA;
22 and (3) “reduces the conversion efficiency effectiveness,” thereby resulting in increased NOx
23 emissions. FCA-MDL-000740696. Understandably, Jaffri observed that this “continues to be
24 an area of concern.” *Id.* He also told Hennessy that when online dosing was active, diagnostic
25

1 monitoring meant to track the performance of the SCR system “cannot be run”, because, if active,
2 the diagnostic monitoring would reveal that the SCR system was not functioning. *Id.*

3 157. In September 2014, Fiat Chrysler senior management, including March Shost
4 and Dan Hennessey, received a presentation from Emanuele Palma entitled “WK/DS MY15
5 DEF dosing strategy.” One slide in that presentation labeled “online dosing strategy” noted that
6 Fiat Chrysler’s competitors were using online dosing and that Fiat Chrysler could too—but,
7 critically, that the dosing strategy needed “to be agreed with the agencies.” FCA-MDL-
8 000417114-25. No such agreement was reached, because Fiat Chrysler never disclosed the
9 functionality.

10 158. In July 2015, Fiat Chrysler acknowledged that tests conducted on the Model
11 Year 2014 Fraudulent Vehicles showed that the vehicles were not meeting NOx emissions
12 standards because the SCR catalysts—which Bosch provided for the Fraudulent Vehicles (RBL-
13 MDL2777-PE- 300160491-504)—were failing (FCA-MDL-000713128). In a presentation
14 given that month entitled “SCR Catalyst Responsibility Share,” Bosch noted in its “investigation
15 history” chronology that it began to investigate the SCR catalyst as the reason FCA development
16 vehicles were experiencing excess NOx emissions in February 2013. RBL-MDL2777-PE-
17 300166279- The investigation chronology further identified a “dosing calibration strategy
18 change” to reduce dosing rates. *Id.* Bosch admitted that VM Motori made the change on Bosch’s
19 recommendation. *Id.*

20 159. In sum, the Defendants all knew that the Fraudulent Vehicles contained
21 undisclosed apparatuses that reduced or disabled the emissions control systems in real-world
22 driving conditions, and they knew that without those undisclosed apparatuses, the Fraudulent
23 Vehicles could not deliver the fuel economy and performance that Fiat Chrysler promised.
24

1 Defendants concealed this fact from consumers and regulators and, in so doing, cheated
 2 Plaintiffs of the vehicles they thought they were buying.

3 **“DIESELGATE” SCANDALIZES THE GLOBAL AUTO INDUSTRY.**

4 160. The world was shocked to learn that Volkswagen had manufactured over 11
 5 million diesel cars that were on the roads in violation of European emission standards, and over
 6 565,000 vehicles operating in the United States in violation of EPA and state emission standards.
 7 But Volkswagen was not the only one.

8 161. In the wake of the Volkswagen “defeat device” scandal, scientific literature and
 9 reports and testing indicate that many other so-called “clean diesel” vehicles emit far more
 10 pollution on the road than in lab tests. The EPA has since widened its probe of diesel emissions
 11 to include the Fraudulent Vehicles at issue here.

12 162. In May 2015, a study conducted on behalf of the Dutch Ministry of Infrastructure
 13 and the Environment found that all sixteen (16) diesel vehicles made by different manufacturers,
 14 when tested, emitted significantly more NOx on real-world trips but nevertheless passed
 15 laboratory tests. The report concluded that “[i]n most circumstances arising in normal situations
 16 on the road, the system scarcely succeeded in any effective reduction of NOx emissions.”

17 163. The report further remarked:

18 It is remarkable that the NOx emission under real-world conditions exceeds the
 19 type approval value by [so much]. It demonstrates that the settings of the
 20 engine, the EGR [(exhaust gas recirculation)] and the SCR during a real-world
 21 test trip are such that they do not result in low NOx emissions in practice. In
 22 other words: In most circumstances arising in normal situations on the road,
 23 the systems scarcely succeed in any effective reduction of NOx emissions.

24
 25 The lack of any “effective reduction of NOx emissions” is devastating to “clean diesel”
 26 advertising, including that for the Fraudulent Vehicles at issue here.

164. Other organizations are beginning to take notice of the emission deception. The Transportation and Environment (“T&E”) organization, a European group aimed at promoting sustainable transportation, compiled data from “respected testing authorities around Europe.” T&E stated in September 2015 that real-world emission testing showed drastic differences from laboratory tests, such that models tested emitted more pollutants on the road than in the lab. “For virtually every new model that comes onto the market the gap between test and real-world performance leaps,” the report asserts.

165. In a summary report, T&E graphically depicted the widespread failure of most manufacturers to meet emission standards. The T&E report found that the current system for testing cars in a laboratory produces “meaningless results,” because manufacturers like Fiat Chrysler can engineer their cars to “pass” the laboratory tests but emit many times as much pollution under normal driving conditions.

166. Emissions Analytics is a U.K. company formed to “overcome the challenge of finding accurate fuel consumption and emission figures for road vehicles.” With regard to its recent on-road emission testing, the company explains:

[I]n the European market, we have found that real-world emissions of the regulated nitrogen oxides are four times above the official level, determined in the laboratory. Real-world emissions of carbon dioxide are almost one-third above that suggested by official figures. For car buyers, this means that fuel economy on average is one quarter worse than advertised. This matters, even if no illegal activity is found.

DEFENDANTS ARE CAUGHT CHEATING.

A. Testing Reveals Cheating.

167. In late 2016, a 2015 Ram 1500 pickup was tested using a Portable Emissions

1 Measurement System (“PEMS”). Testing revealed that Fiat Chrysler also cheated in that it had
2 concealed the fact that the Ram 1500 spews more than the legal amount of emissions and fails
3 to meet its own “no NOx” out-of-the-tailpipe promise.

4 168. The applicable standard both at the federal and state level is 50 mg/mile of NOx
5 for “FTP Style” driving: *i.e.*, city driving. Testing was conducted with a PEMS unit to simulate
6 driving conditions under both the FTP certification cycle and the highway certification cycle.

7 169. The Ram 1500 emits an average of 159 mg/mile of NOx and a maximum of
8 1,283 mg/mile on flat roads, and 222 mg/mile of NOx with a maximum of 1,859 mg/mile on
9 hills. For highway driving, the average was 232 mg/mile and a maximum of 1,615 mg/mile,
10 compared to the 70 mg/mile standard. On hills, the numbers are 353 mg/mile and 3,240 mg/mile.
11 Testing also revealed a device triggered by ambient temperature that significantly derates the
12 performance of the NOx emission reduction system, with ambient threshold temperatures above
13 approximately 95°F and below 40-50°F. The resulting NOx emissions increase by a factor of 10
14 when above or below these threshold temperatures. Testing also revealed the presence of a
15 device that is triggered when ascending hills, as the emission control system appears to be
16 significantly derated after a short period of steady driving on hills. As a result, NOx emissions
17 increase after about 500-1000 seconds on hills with grades as low as 1%, where emissions are
18 often 10 times the highway standard. For grades as little as 0.4%, emissions were found to be as
19 high as 6 times the highway standard.

20 170. The Ram 1500’s emission software is a “Bosch EDC17,” as is the Jeep Grand
21 Cherokee’s emission software. The same basic emission system is in the Grand Cherokee
22 EcoDiesel® and the engines are identical.

23 171. In separate testing, a 2014 Ram 1500 equipped with an EcoDiesel® engine and

1 featuring SCR NOx after-treatment technology was tested on a chassis dynamometer as well as
 2 on the road. In both scenarios, gaseous exhaust emissions, including oxides of nitrogen (NOx),
 3 nitrogen oxide (NO), carbon monoxide (CO), carbon dioxide (CO2), and total hydrocarbons
 4 (THC) were measured on a continuous basis using a PEMS from Horiba®.

5 172. The tests showed significantly increased NOx emissions during on-road testing
 6 as opposed to testing on a chassis dynamometer (*i.e.*, in the laboratory). On the road, over an
 7 urban/suburban route, the vehicle produced average NOx emissions that exceeded federal
 8 certification standards by approximately 15-19 times. When tested on a highway, the average
 9 NOx emissions measured 35 times the EPA Tier 2 Bin 5 standard.
 10

11 **B. The EPA Issues A Notice of Violation to Fiat and FCA.**
 12

13 173. On January 12, 2017, the EPA issued a NOV to Fiat and FCA for failing to
 14 justify or disclose defeat devices in model year 2014–2016 Ram 1500 EcoDiesel® and 2014–
 15 2016 Jeep Grand Cherokee EcoDiesel® vehicles (the Fraudulent Vehicles at issue here). CARB
 16 also issued a Notice of Violation to Fiat and FCA. Since then, the EPA, by and through the
 17 Department of Justice, has sued Fiat, FCA, VM Italy, and VM America for violations of the
 18 CAA.
 19

20 174. The EPA’s NOV and lawsuit arose in part from emission testing performed by
 21 the EPA at the National Vehicle and Fuel Emissions Laboratory. The EPA performed this testing
 22 “using driving cycles and conditions that may reasonably be expected to be encountered in
 23 normal operation and use, for the purposes of investigating a potential defeat device.”
 24

25 175. The EPA identified at least eight AECDs in the Fraudulent Vehicles that were
 26 concealed on COC applications:
 27

- 28 • AECD 1 (Full EGR Shut-Off at Highway Speed)

- 1 • AECD 2 (Reduced EGR with Increasing Vehicle Speed)
- 2 • AECD 3 (EGR Shut-off for Exhaust Valve Cleaning)
- 3 • AECD 4 (DEF Dosing Disablement during SCR Adaptation)
- 4 • AECD 5 (EGR Reduction due to Modeled Engine Temperature)
- 5 • AECD 6 (SCR Catalyst Warm-Up Disablement)
- 6 • AECD 7 (Alternative SCR Dosing Modes)
- 7 • AECD 8 (Use of Load Governor to Delay Ammonia Refill of SCR Catalyst)

9 176. The EPA testing found that “some of these AECDs appear to cause the vehicle
10 to perform differently when the vehicle is being tested for compliance with the EPA emission
11 standards using the Federal emission test procedure (e.g., FTP, US06) than in normal operation
12 and use.” For example:

- 14 a. AECD 3, when combined with either AECD 7 or AECD 8, disables the EGR
15 system without increasing the effectiveness of SCR system. Under some normal
16 driving conditions, this disabling reduces the effectiveness of the overall emission
17 control system. The AECD 3 uses a timer to shut off the EGR, which does not
18 appear to the EPA to meet any exceptions to the regulatory definition of “defeat
19 device.”
- 20 b. AECD 5 & 6 together reduce the effectiveness of the NOx emission control
21 system, using a timer to discontinue warming of the SCR after-treatment system,
22 which reduces its effectiveness.
- 23 c. AECD 4, particularly when combined with AECD 8, increases emissions of
24 tailpipe NOx during normal vehicle operation and use. The operation of AECD
25 1, AECD 2, and/or AECD 5 increase the frequency of occurrence of AECD 4.
- 26 d. AECDs 7 & 8 work together to reduce NOx emissions during variable- grade and
27 high-load conditions.

28 177. The EPA further found that Fiat and FCA did not disclose or justify these control
29 devices in their COC applications, as required by EPA regulations, and that Fiat and FCA were
30 therefore in violation of the CAA each time they sold, offered for sale, introduced in commerce,
31 or imported one of the approximately 103,828 Fraudulent Vehicles. The EPA is now seeking

1 injunctive relief and penalties.

2 **C. Bosch Software Documentation Further Verifies the Violations**

3 178. Researchers have obtained Bosch software documentation describing the
4 functions, modules, structure, variables and calibration parameters believed to be installed in
5 Fraudulent Vehicles. The documentation is over 10,000 pages long and contains hundreds of
6 functions and thousands of variables developed by Bosch that describe the operation of the
7 engine. These parameters and functions correlate with many of the violations alleged by the
8 EPA and CARB. Critically, these functions, designed and implemented by Bosch, have elements
9 that have no legitimate purpose in normal use. At the same time, these same elements, when
10 enabled, allow the functions to reduce the effectiveness of emission controls in real world driving
11 conditions, but not during an emission test cycle.

14 **1. AECDs 1 and 2: Reducing or Disabling EGR at Highway Speeds**

15 179. The function named “*AirCtl_RatDesValCalc*” described in the Bosch
16 documentation as “*Exhaust gas recirculation control - EGR ratio setpoint calculation*” is used
17 to calculate the desired EGR rate. The software documentation contains figures with flow
18 diagrams describing the inputs, outputs, and calculation performed by this software function.
19 Bosch has included vehicle speed as an input used by the EGR control function to modify the
20 EGR rate (and, thus, NOx emission). Vehicle speed is notable because there is no legitimate
21 reason for the EGR rate to depend directly on vehicle speed.

24 180. By allowing EGR rate to depend directly on vehicle speed, Bosch provided a
25 means by which Fiat and FCA could reduce the effectiveness of the emission control system
26 under conditions which may reasonably be expected to be encountered in normal vehicle
27 operation and use. This function may be, and is likely to have been, used to implement the
28

1 undisclosed AECDs 1 and 2 identified in the EPA NOV to Fiat and FCA.

2 **2. AECD 3: EGR Shut-Off for Exhaust Valve Cleaning**

3 181. AECD 3 identified in the EPA NOV has also been identified in Bosch's software
 4 documentation in the function named "*AirCtl_Mon*" described in the Bosch documentation as
 5 "*Exhaust gas recirculation control – Monitoring and shut-off.*" Bosch described this AECD as
 6 ostensibly providing a cleaning mechanism for the engine exhaust valves when the Fraudulent
 7 Vehicle is in overrun (*i.e.*, the engine is turning without combustion, such as when the vehicle is
 8 going downhill). To accomplish this cleaning, the function created by Bosch closes the EGR
 9 valve (turning off EGR), so a "huge gush of clean air" can remove deposits. However, Bosch
 10 also programmed a software switch (named "*AirCtl_swtOvrRunOff_C*") that allowed Fiat and
 11 FCA to enable exhaust valve cleaning in normal (non-overrun) operation, effectively disabling
 12 EGR.
 13

14 182. Together with an activation delay added by Bosch—controlled by
 15 *AirCtl_tiEngRunDrvCycMin_C*, which is described as "*Calibration time after which exhaust*
 16 *valve cleaning routine can start*"—the *AirCtl_Mon* function can be readily used as a defeat
 17 device. To do so, Bosch would calibrate the ECU to enable valve cleaning in outside of overrun
 18 (*AirCtl_swtOvrRunOff_C* = TRUE), but only after the duration of a typical emission test cycle
 19 (*AirCtl_tiEngRunDrvCycMin_C* = 1800 seconds). This would disable EGR after an emission
 20 test cycle, resulting in increased NOx emission. This function may be, and is likely to have
 21 been, used to implement undisclosed AECD 3 identified in in the EPA and CARB NOVs.
 22

23 **3. AECD 7: Alternative SCR Dosing Modes**

24 183. Bosch included a timer in another function, without a legitimate purpose. The
 25 Bosch function named "*SCRFFC_Main*," described in documentation as "*Calculation of the NH3*
 26

1 *precontrol quantity*" has an input variable timer entitled "*CoEng_tiNormal*," which holds the
2 time duration since the engine was started. This variable can be used to reduce SCR efficiency,
3 and, therefore, increase NOx emission, after a certain time has elapsed. In particular, this timer
4 may be set to the duration of a typical emission test cycle. There is no legitimate reason for SCR
5 control to depend directly on the time duration since engine start. By making SCR control
6 depend directly on time duration since engine start, however, Bosch has provided a means by
7 which Fiat and FCA could reduce the effectiveness of the emission control system in real world
8 driving conditions. This function may be, and is likely to have been, used to implement
9 undisclosed AECD 7 identified in the EPA and CARB NOVs.

10

11 **D. West Virginia University Testing of the Fraudulent Vehicles**

12

13 184. Beginning in 2015, researchers at the West Virginia University Center for
14 Alternative Fuels, Engines, and Emissions—the same researchers instrumental in uncovering
15 Volkswagen's fraud—tested 5 model year 2014 and 2015 vehicles produced by FCA. The test
16 vehicles comprised the Fraudulent Vehicles at issue here: Jeep Grand Cherokees and Ram 1500
17 diesel vehicles, all equipped with the 3.0L EcoDiesel® engine, and featuring SCR NOx after-
18 treatment technology.

19

20 185. All test vehicles were evaluated on a vehicle chassis dynamometer representing
21 the test conditions for regulatory compliance. Each vehicle was also tested over-the-road using
22 a PEMS device during a variety of driving conditions including urban/suburban and highway
23 driving.

24

25 186. One of the Jeep Grand Cherokees and one of the Ram 1500 vehicles was tested
26 prior to, as well as after, a mandatory vehicle recall in April 2016 – the "R69 recall" – which
27 included a software "reflash" by FCA that concerned the vehicles' emission control systems.

1 187. Results indicated that both Jeep Grand Cherokee and Ram 1500 in May 2014
2 exhibited significantly increased NOx emissions during on-road operation as compared to the
3 results observed through testing on the chassis dynamometer. For May 2015, Jeep vehicles
4 produced from 4 to 8 times more NOx emissions during urban/rural on-road operation than the
5 certification standard, while Ram 1500 vehicles emitted approximately 25 times the NOx
6 permitted by EPA Tier2-Bin5 standard for highway driving conditions.
7

8 188. The researchers noted that for the vehicles tested post-recall using the
9 dynamometer, NOx emissions were similar or slightly lower than that observed for vehicles tested
10 pre-recall. But on-road emissions were still very different from emissions observed through
11 chassis dynamometer testing, even though they were slightly improved from the levels observed
12 during pre-recall testing.
13

14 **E. European Investigation and Testing**

15 189. Fiat Chrysler and Bosch have both found themselves in trouble with German
16 regulators in the wake of the Volkswagen scandal.
17

18 190. German prosecutors have launched an investigation into Bosch, reportedly
19 raiding Bosch's offices in Stuttgart. In April 2016, Bosch GmbH representatives met with
20 Germany's Federal Motor Transport Authority ("KBA") on at least two occasions. In an April
21 14, 2016 meeting, Bosch admitted there were a number of anomalies in the calibration of its
22 engine control units provided to Fiat Chrysler for diesel vehicles sold in Europe. Bosch
23 confirmed that it had delivered the control units for the vehicles as well as the associated software
24 and that Bosch employees had integrated the emission-related applications into the software.
25 Bosch admitted that the software reduced the EGR rate and the regeneration of NSC (NOx
26 storage catalyst) after an elapsed period of driving time or number of cycles. Specifically, 22
27
28

1 minutes after the start of the engine (the estimated duration of emission testing), the software
2 reduced the EGR rate to nearly zero and de-activated NSC regeneration. Another trigger for de-
3 activation of the NSC regeneration occurred after the vehicle had been driven a distance of 100
4 kilometers. Bosch confirmed that the NOx emissions for the vehicles exceeded the legal limits
5 by a factor of 4-5. The KBA's takeaway from its meetings with Bosch was there is a defeat
6 device in the vehicles and Bosch shared responsibility for the defeat device with Fiat Chrysler.
7 Media reports have confirmed the same.

9 191. After the meeting with Bosch, the KBA performed testing on the Fiat diesel
10 vehicles and confirmed that the emission controls were disabled after 22 minutes of driving time,
11 causing the vehicles to emit more than 10 times the legal limit of NOx. The KBA concluded that
12 the vehicles were designed to cheat on emission tests, which normally run for about 20 minutes.
13 As a result, the KBA's transport minister announced: "We will need to carry out further tests on
14 Fiat models." In August 2016, the German government formally concluded that Fiat vehicles
15 sold in the EU had used defeat devices.

16 192. More recently, 17-page long-form article published by the German weekly
17 investigative news magazine *Der Spiegel*, on April 20, 2018, details the central role Bosch played
18 in the "diesel scandal." The article reports that prosecutors in Germany are investigating Bosch
19 for providing and programming illegal software for use in Fiat vehicles, among many others.

20 **F. Joint University of California, San Diego and German Study of the Fiat 500X**

21 193. The testing of European regulators has been confirmed by independent testing
22 conducted here in the United States. A recent peer-reviewed study by researchers at the
23 University of California, San Diego and Ruhr-Universität Bochum in Germany analyzed
24 firmware in the EDC Unit 17 of the Fiat 500X and found a defeat device affecting the logic
25

1 governing NOx storage catalyst regeneration. Unlike the Volkswagen defeat device, the
2 researchers found that the mechanism in the Fiat 500X relied on timing, reducing the frequency
3 of NSC approximately 26 minutes and 40 seconds after the engine was started. (By reducing the
4 frequency of NOx storage catalyst regeneration, a manufacturer can improve fuel economy and
5 increase the service life of the diesel particulate filter, at the cost of increased NOx emissions.)
6

7 194. According to the study, the conditions used to determine when to regenerate the
8 NSC were duplicated, and each set of conditions could start a regeneration cycle. The researchers
9 obtained Bosch copy-righted documentation for a Fiat vehicle, which described two sets of
10 conditions using the terms “during homologation cycle” and “during real driving.” The term
11 “homologation” is commonly used in Europe to describe the process of testing an automobile for
12 regulatory conformance. Bosch’s authorship of the document and use of the terms
13 “homologation [testing]” and “real driving” to describe the regeneration conditions demonstrate
14 that it not only created the mechanism for Fiat Chrysler but was also aware of the mechanism’s
15 intended purpose of circumventing emission testing.
16

17 195. Together, these facts reveal that Defendants have fraudulently concealed the
18 functions of its emission control technology from regulators and consumers alike. Further, they
19 demonstrate that Fiat Chrysler’s claims about its EcoDiesel® Fraudulent Vehicles as “clean
20 diesel” with “ultralow emissions” and “no NOx” emitted through the tailpipe is false or
21 misleading.
22

23 **THE DAMAGE CAUSED BY DEFENDANTS’ DIRTY DIESEL SCHEME**

25 196. Plaintiffs paid a significant premium for the EcoDiesel features that FCA falsely
26 advertised. Indeed, consumers paid between \$3,120 and \$5,000 more for the EcoDiesel option
27 than for the comparable gasoline vehicles. In return, FCA promised power, performance, fuel
28

1 economy, and environmental friendliness (and vehicles that were legal to drive). FCA could not
2 deliver on that promise. Plaintiffs suffered significant harm as a result.

3 197. FCA may not be able to bring the Fraudulent Vehicles into compliance with
4 emissions standards. If that is the case, those vehicles will have to be removed from the road.

5 198. But even if FCA can bring the Fraudulent Vehicles into compliance with
6 emission standards, it will not be able to do so without substantially degrading their performance
7 characteristics, including their horsepower and/or fuel efficiency and/or maintenance
8 requirements. Consequently, will not possess the vehicles they thought they purchased and will
9 not have received the benefit of the bargain. This will also result in a diminution in value of
10 every Fraudulent Vehicle, and it will cause owners and lessees of Fraudulent Vehicles to pay
11 more for the use of their Fraudulent Vehicles.

14 199. Assuming, for the sake of argument, that the Fraudulent Vehicles could be
15 brought into compliance with emission standards without any material degradation to
16 performance or maintenance characteristics—and if that were the case, it begs the question as to
17 why FCA cheated in the first place—Plaintiffs would still have been deprived of the benefit of
18 the bargain for all the years they owned and/or leased the Fraudulent Vehicles that could not and
19 did not deliver all of the characteristics for which Plaintiffs paid a premium, and were not
20 compliant with U.S. law.

22 200. In sum, had regulators or the public known the true facts, Plaintiffs would not
23 have purchased or leased the Fraudulent Vehicles (in fact, they could not have legally been sold),
24 or would have paid substantially less for them.

1 **TOLLING OF THE STATUTES OF LIMITATIONS**

2 **Discovery Rule**

3 201. The tolling doctrine was made for cases of fraudulent concealment like this one.
4 Plaintiffs did not discover, and could not have discovered through the exercise of reasonable
5 diligence, that the defendants had conspired to install software that would evade emissions
6 regulations, and that the defendants were concealing and misrepresenting the true emissions
7 levels of its vehicles.

8 202. The fraud, as set forth herein, was elaborate and well concealed. Indeed, the EPA
9 and CARB uncovered the software manipulation only through a sophisticated and costly
10 investigation involving highly technical equipment.

11 203. Plaintiffs had no realistic ability to discover the presence of the defeat devices, or
12 to otherwise learn of the fraud, until it was discovered by the EPA and CARB and revealed to
13 the public through their respective Notices of Violation.

14 204. Any statutes of limitation otherwise applicable to any claims asserted herein have
15 thus been tolled by the discovery rule.

16 **Fraudulent Concealment**

17 205. All applicable statutes of limitation have also been tolled by Defendants'
18 knowing, active and ongoing fraudulent concealment of the facts alleged herein.

19 206. Defendants have known of the emission control software installed in the
20 Fraudulent Vehicles since at least 2014, when Defendants began installing them. Since then
21 Defendants have intentionally concealed from, or failed to notify, regulators, Plaintiffs and the
22 driving public of the undisclosed Cheat Devices and the true level of emissions and performance
23 of the Fraudulent Vehicles. There is no question that the Cheat Devices were installed to
24 intentionally deceive regulators, and the public.

207. Despite knowing about the Cheat Devices and the unlawful emissions during real-world driving conditions, Defendants did not acknowledge the problem, even after the EPA and CARB issued their Notices of Violation. Even to the present day, Defendants have denied any wrongdoing.

208. Any otherwise-applicable statutes of limitation have therefore been tolled by the knowledge and active concealment of the facts by the defendants as alleged herein.

Estoppel

209. Defendants were and are under a continuous duty to disclose to Plaintiffs the true character, quality, and nature of the Fraudulent Vehicles, including its emissions system and its compliance with applicable federal and state law. Instead, they have actively concealed the true character, quality, and nature of the Fraudulent Vehicles and knowingly made misrepresentations about the quality, reliability, characteristics, and performance of the Fraudulent Vehicles.

210. Plaintiffs reasonably relied upon the knowing and affirmative misrepresentations and/or active concealment of these facts.

211. Based on the foregoing, Defendants are estopped from relying on any statutes of limitation in defense of this action

American Pipe Tolling

212. Under the U.S. Supreme Court's decision in *American Pipe & Construction Co. v. Utah*, 414 U.S. 538 (1974) and its progeny, any applicable statutes of limitation were tolled by the filing of the federal class action complaint in *In re Chrysler-Dodge-Jeep Ecodiesel Marketing, Sales, Practices, and Products Liability Litigation*; 3:15-md-02777-EMC(N.D. Cal.).

1 **CLAIMS FOR RELIEF**

2 **FEDERAL CLAIMS**

3 **FEDERAL COUNT I**

4 **RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT (“RICO”)**

5 **Violation of 18 U.S.C. § 1962(c)-(d)**

6 **(On behalf of all Plaintiffs)**

7 213. Plaintiffs incorporate by reference each preceding paragraph as though fully set
forth herein.

8 214. Plaintiffs bring this action against all Defendants.

9 215. For purpose of this Count, Defendants are referred to as the “RICO Defendants.”

10 216. Fiat conducts its business—legitimate and illegitimate—through various
11 affiliates and subsidiaries, like FCA, VM Italy, and VM America, each of which is a separate
12 legal entity. The Bosch Group also conducts its business, both legitimate and illegitimate,
13 through hundreds of companies, subsidiaries, and affiliates, including Bosch GmbH and Bosch
14 LLC. At all relevant times, each of the RICO Defendants has been a “person” under 18 U.S.C.
15 § 1961(3) because each was capable of holding “a legal or beneficial interest in property.”
16

17 217. Section 1962(c) makes it “unlawful for any person employed by or associated
18 with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce,
19 to conduct or participate, directly or indirectly, in the conduct of such enterprise’s affairs through
20 a pattern of racketeering activity.” 18 U.S.C. § 1962(c).

21 218. Section 1962(d) makes it unlawful for “any person to conspire to violate” Section
22 1962(c), among other provisions. See 18 U.S.C. § 1962(d).

23 219. As part of a strategy to expand its North American presence, in 2009, Fiat began
24 its acquisition of one of the “Big 3” U.S. automakers, Chrysler. In November of that year, CEO
25

1 Marchionne unveiled an ambitious 5-year plan to, among other things, roll out “more diesel
2 variants” of Jeep and to give Ram “Light duty (1500)” a “refresh/facelift.”

3 220. By 2014, Fiat had become Fiat Chrysler Automobiles, Chrysler had become FCA,
4 and VM Motori, a longtime supplier, was now part of the Fiat Chrysler sprawling family of
5 affiliated companies. In May of that year, Marchionne announced another five-year plan at
6 Auburn Hills, Michigan headquarters to increase Fiat Chrysler’s competitiveness against global
7 auto behemoths, such as Toyota, Defendants, and General Motors, by increasing annual sales to
8 7 million vehicles by 2018, up from 4.4 million in 2013. Integral to the strategy was the
9 expansion of the “Jeep portfolio” and updates to the “bread-and-butter Ram 1500,” including
10 “diesel engines.”
11

12 221. During this same time frame, emission standards in the United States were
13 ratcheting up. In contrast to other global automakers, like Toyota and Ford, which were focusing
14 on developing hybrid and electric cars, Chrysler—now FCA and under the control of Fiat—took
15 another path: “[r]eflecting its ties with Europe-based Fiat, Chrysler appears to be taking yet
16 another route that focuses less on electrification and more heavily on light-duty diesels and
17 compressed natural gas.” In 2012, Marchionne observed, “with 2016 ‘just around the corner’
18 and 2025 not far away given the auto industry’s long product-development lead times, ‘there are
19 big choices to be made[.]’” Marchionne explained that “Chrysler, which is starting to share
20 platforms and powertrains with Fiat, wants to leverage the European auto maker’s strengths in
21 diesels and CNG-powered vehicles.” As one commenter put it at the time, “[f]uel-efficient
22 towing remains a strong point of diesels, and Marchionne says he still is optimistic about the
23 potential of light-duty diesels in the U.S. despite significant emissions challenges.”
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1 222. As it turned out, however, Fiat Chrysler was either unable or unwilling to devise
2 a solution within the constraints of the law. And so, like Defendants, they devised one outside
3 of it. Instead of cutting their losses, holding up the Fraudulent Vehicle roll outs, or coming clean,
4 they conspired with VM Italy and VM America and Bosch GmbH and Bosch LLC to install
5 customized emission treatment software (EDCs) in the EcoDiesel®’s engine diesel controls so
6 that the Fraudulent Vehicles could “pass” the EPA and CARB testing. The software disabled or
7 restricted certain of the emission controls during real-world driving conditions, however, causing
8 the Vehicles to spew up to 25 times the legal limits of NOx. These software controls were
9 concealed from regulators on COC and EO applications for the Vehicles by FCA, thus deceiving
10 the EPA and CARB into approving the Fraudulent Vehicles for sale throughout the United States
11 and California.

14 223. To accomplish their scheme or common course of conduct, Fiat, FCA, VM Italy,
15 VM America, Bosch GmbH, and Bosch LLC, along with others, had to work together to conceal
16 the truth. Each defendant was employed by or associated with, and conducted or participated in
17 the affairs of, one or several RICO enterprises (defined below and referred to collectively as the
18 “EcoDiesel® RICO Enterprise”). The purpose of the EcoDiesel® RICO Enterprise was to
19 deceive regulators into believing that the Fraudulent Vehicles were eligible for coverage by a
20 COC and/or EO and compliant with emission standards. The motivation was simple: to increase
21 Defendants’ revenues and profits and minimize their losses from the design, manufacture,
22 distribution and sale of the Fraudulent Vehicles and their component parts. As a direct and
23 proximate result of their fraudulent scheme and common course of conduct, the RICO
24 Defendants were able to extract over a billion dollars from consumers. As explained below, their
25 years-long misconduct violated Sections 1962(c) and (d).

1 **A. Description of the EcoDiesel® RICO Enterprise**

2 224. In an effort to expand its market share in the United States and beyond, Fiat, a
3 publicly-traded Italian-controlled, Dutch-registered company headquartered in London, bought
4 then-Chrysler (now FCA), a separate Delaware company, headquartered in Michigan. Fiat uses
5 FCA to design, market, manufacture and sell the Fraudulent Vehicles and other vehicles under
6 the Chrysler, Dodge, Jeep, Ram, and Fiat brands throughout the United States. FCA also
7 submitted the COC and EO applications for the Fraudulent Vehicles. Fiat used VM Italy and
8 VM America to design and manufacture the EcoDiesel® engines for the Fraudulent Vehicles,
9 which were calibrated in Michigan with Bosch's hidden software. Fiat, FCA, VM Italy, and VM
10 America maintained tight control over the design, manufacture, calibration, and testing of the
11 Vehicles. Bosch also participated, either directly or indirectly, in the conduct of the enterprise's
12 affairs by developing, writing the software code customized for the Fraudulent Vehicles, and
13 concealing the hidden software installed in the Fraudulent Vehicles in order to allow them to
14 "pass" testing but then disable or restrict certain emission controls during real-world driving
15 conditions.

16 225. At all relevant times, the RICO Defendants, along with other individuals and
17 entities, including unknown third parties involved in the design, calibration, manufacture,
18 testing, marketing, and sale of the Fraudulent Vehicles or the emission controls therein, operated
19 an association-in-fact enterprise, which was formed for the purpose of fraudulently obtaining
20 COCs from the EPA (and EOs from CARB) in order to sell the Fraudulent Vehicles throughout
21 the United States (and California), and through which enterprise they conducted a pattern of
22 racketeering activity under 18 U.S.C. § 1961(4). The enterprise is called the "EcoDiesel® RICO
23 Enterprise."

1 226. At all relevant times, the EcoDiesel® RICO Enterprise constituted a single
2 “enterprise” or multiple enterprises within the meaning of 18 U.S.C. §1961 (4), as legal entities
3 as well as individuals and legal entities associated-in-fact for the common purpose of engaging
4 in the RICO Defendants’ unlawful profit-making scheme.

5 227. The association-in-fact EcoDiesel® RICO Enterprise consisted of at least the
6 following entities and individuals, and likely others:

8 **1. The Fiat Chrysler Defendants**

9 228. Fiat Chrysler is the seventh-largest automaker in the world based on total annual
10 vehicle sales and is an international automotive group. Fiat is listed on the New York Stock
11 Exchange under the symbol “FCAU” and on the Mercato Telematico Azionario under the
12 symbol “FCA.” FCA is not publicly traded and thus has no SEC reporting obligations, but it
13 does have reporting obligations, protections and responsibilities unique to the State of Delaware.
14 FCA is a distinct legal entity, controlled and owned (indirectly) by Defendant Fiat. FCA’s day-
15 to-day operations are managed by employees of both Fiat and FCA. Fiat’s Group Executive
16 Committee are based in FCA’s Michigan headquarters. Fiat and FCA worked closely with VM
17 Italy and VM America to develop and calibrate the EcoDiesel® engines for the Fraudulent
18 Vehicles and to gather information for submission to regulators in the COC and EO applications
19 by FCA. Each of these Defendants knew or recklessly disregarded that the Fraudulent Vehicles
20 were unable to (and did not) comply with U.S. emission standards and yet concealed this
21 information from regulators.

25 229. Working with other members of the EcoDiesel® RICO Enterprise, Fiat and FCA
26 conspired to install and conceal emission control software in the EcoDiesel® engines to illegally
27 circumvent stringent U.S. emission standards. Employing this technology, Fiat Chrysler
28

1 fraudulently obtained COCs and EO^s for the Fraudulent Vehicles even though they emit
2 unlawful levels of toxic pollutants into the atmosphere during normal operating conditions.
3 Further, they concealed this information from regulators once questions were raised.

4 **2. The VM Motori Defendants**

5 230. As explained above, Fiat bought 50% of VM Italy in 2011 and the remaining 50%
6 stake from General Motors in 2013. Fiat Chrysler used VM Italy and VM America to design,
7 calibrate, and manufacture the EcoDiesel® engine to be used in the Fraudulent Vehicles. Fiat
8 and FCA worked with, and oversaw, VM Italy and VM America in the development and
9 calibration of the engines at Michigan headquarters. Employees from VM Italy and VM
10 America worked jointly on the manufacturing and/or assembling the engines for the Vehicles in
11 the United States. And VM Italy and VM America performed engine calibrations, including
12 calibrations involving the concealed emission control technology for the Vehicles. For example,
13 VM Motori's Calibration Leader for the Vehicles was based in Michigan and reported to
14 management at both VM Italy and VM America. Finally, VM Italy and VM America provided
15 information to FCA for inclusion in the COC and EO applications. VM Italy and VM America
16 knew or recklessly disregarded that the EcoDiesel® engines in the Fraudulent Vehicles were
17 unable to comply with U.S. emission standards and yet concealed this information from
18 regulators.

22 **3. The Bosch Defendants**

23 231. As explained above, the Bosch Defendants supplied the emission control
24 technology at issue—EDC Unit 17s—which were installed in the Fraudulent Vehicles. Bosch
25 GmbH is a multinational engineering and electronics company headquartered in Germany, which
26 has hundreds of subsidiaries and companies, including in the United States. It wholly owns
27
28

1 Bosch LLC, a Delaware limited liability company headquartered in Farmington Hills, Michigan.
2 Bosch's sectors and divisions are grouped by subject matter, not location. Mobility Solutions is
3 the Bosch sector at issue, particularly its Diesel Services division, and it encompasses employees
4 of both Bosch GmbH and Bosch LLC. These individuals were responsible for the design,
5 manufacture, development, customization, and supply of the EDC units for the Fraudulent
6 Vehicles.

7 232. Bosch's relationship with key corporate partners, such as Fiat, which brought in
8 millions of dollars in annual revenue for Bosch.

9 233. Bosch worked with Fiat and FCA to develop and implement a specific and unique
10 set of software algorithms to surreptitiously evade emission regulations by deactivating certain
11 controls under real-world driving conditions. Bosch was well aware that the EDC Unit 17 would
12 be used for this purpose. Bosch was also critical to the concealment of these software functions
13 in communications with regulators.

14 **B. The EcoDiesel® RICO Enterprise Sought to Increase Defendants' Profits and**
15 **Revenues.**

16 234. The EcoDiesel® RICO Enterprise began as early as 2009, when Fiat began to
17 acquire FCA and later VM Motori. Fiat Chrysler and Bosch entered into an agreement to
18 develop and install EDC Unit 17's into over a hundred thousand Fraudulent Vehicles sold in the
19 United States. It was not until September 2015 that the scheme began to unravel, when U.S.
20 regulators uncovered Defendants' defeat devices provided by Bosch and questions were raised
21 as to whether other diesel automakers were cheating, too.

22 235. At all relevant times, the EcoDiesel® RICO Enterprise: (a) had an existence
23 separate and distinct from each RICO Defendant; (b) was separate and distinct from the pattern
24 of racketeering in which the RICO Defendants engaged; and (c) was an ongoing and continuing

1 organization consisting of legal entities, including Fiat and FCA, their network of dealerships,
2 VM Italy, VM America, Bosch GmbH, Bosch LLC, and other entities and individuals associated
3 for the common purpose of designing, calibrating, manufacturing, distributing, testing,
4 marketing, and selling the Fraudulent Vehicles to consumers, including Plaintiffs, through
5 fraudulent COCs and EOEs, false emissions tests, false or misleading sales tactics and materials,
6 and deriving profits and revenues from those activities. Each member of the EcoDiesel® RICO
7 Enterprise shared in the bounty generated by the enterprise, i.e., by sharing the benefit derived
8 from increased sales revenue generated by the scheme to defraud Plaintiffs nationwide.

9
10 236. The EcoDiesel® RICO Enterprise functioned by selling vehicles and component
11 parts to the consuming public. Many of these products are legitimate, including vehicles that do
12 not contain concealed AECDs. However, the RICO Defendants and their co-conspirators,
13 through their illegal Enterprise, engaged in a pattern of racketeering activity, which involves a
14 fraudulent scheme to increase revenue for Defendants and the other entities and individuals
15 associated-in-fact with the Enterprise's activities through the illegal scheme to sell the Vehicles.
16
17

18 237. The EcoDiesel® RICO Enterprise engaged in, and its activities affected,
19 interstate and foreign commerce, because it involved commercial activities across state
20 boundaries, such as the marketing, promotion, advertisement and sale or lease of the Vehicles
21 throughout the country, and the receipt of monies from the sale of the same.
22

23 238. Within the EcoDiesel® RICO Enterprise, there was a common communication
24 network by which co-conspirators shared information on a regular basis. The enterprise used this
25 common communication network for the purpose of manufacturing, marketing, testing, and
26 selling the Fraudulent Vehicles to the general public nationwide.
27
28

1 239. Each participant in the EcoDiesel® RICO Enterprise had a systematic linkage to
2 each other through corporate ties, contractual relationships, financial ties, and continuing
3 coordination of activities. Through the EcoDiesel® RICO Enterprise, the RICO Defendants
4 functioned as a continuing unit with the purpose of furthering the illegal scheme and their
5 common purposes of increasing their revenues and market share, and minimizing losses.
6

7 240. The RICO Defendants participated in the operation and management of the
8 EcoDiesel® Enterprise by directing its affairs, as described herein. While the RICO Defendants
9 participated in, and are members of, the enterprise, they have a separate existence from the
10 enterprise, including distinct legal statuses, different offices and roles, bank accounts, officers,
11 directors, employees, individual personhood, reporting requirements, and financial statements.
12

13 241. Fiat and FCA exerted substantial control over the EcoDiesel® RICO Enterprise,
14 and participated in the affairs of the Enterprise, by:

- 15 A. installing emission control software that deactivates or restricts one or more of
16 the controls during real-world driving conditions;
17 B. concealing these software functions from regulators;
18 C. failing to correct or disable the hidden software when warned;
19 D. manufacturing, distributing, and selling the Fraudulent Vehicles that emitted
20 greater pollution than allowable under the applicable regulations;
21 E. misrepresenting and omitting (or causing such misrepresentations and omissions
22 to be made) vehicle specifications on COC and EO applications;
23 F. introducing the Vehicles into the stream of U.S. commerce without a valid EPA
24 COC and/or CARB EO;
25 G. concealing the existence of the emission controls and the unlawfully high
26 emissions from regulators and the public;
27
28

- 1 H. persisting in the manufacturing, distribution, and sale of the Vehicles even after
2 questions were raised about the emission testing and discrepancies concerning
3 the same;
- 4 I. misleading government regulators as to the nature of the emission control
5 technology and the defects in the Fraudulent Vehicles;
- 6 J. misleading the driving public as to the nature of the emission control technology
7 and the defects in the Fraudulent Vehicles;
- 8 K. designing and distributing marketing materials that misrepresented and/or
9 concealed the defect in the vehicles;
- 10 L. otherwise misrepresenting or concealing the defective nature of the Fraudulent
11 Vehicles from the public and regulators;
- 12 M. collecting revenues and profits from the sale of such products; and/or
- 13 N. ensuring that the other RICO Defendants and unnamed co-conspirators
14 complied with the scheme or common course of conduct.

15 242. VM Italy and VM America also participated in, operated and/or directed the
16 EcoDiesel RICO Enterprise by developing an engine that emits high levels of toxic pollutants,
17 calibrating the emission controls to deactivate or diminish during real-world driving conditions,
18 and providing false or misleading information for purposes of supplying it to regulators on COC
19 and/or EO applications.

20
21 243. Bosch GmbH and Bosch LLC also participated in, operated and/or directed the
22 EcoDiesel® RICO Enterprise. Bosch formed a partnership with Fiat to provide engine
23 management and emission control technology for the Fraudulent Vehicles. Bosch GmbH and
24 Bosch LLC participated in the fraudulent scheme by manufacturing, installing, testing,
25 modifying, and supplying the EDC Unit 17 for the Vehicles. Bosch GmbH and Bosch LLC
26 exercised tight control over the coding and other aspects of the software and closely collaborated
27 with Fiat, FCA, VM Italy, and VM America to develop, customize, and calibrate the software

1 for the Vehicles. Additionally, Bosch GmbH and Bosch LLC continuously cooperated with the
2 other RICO Defendants to ensure that the EDC Unit 17 was fully integrated into the Vehicles.
3 Bosch GmbH and Bosch LLC also participated in the affairs of the Enterprise by concealing the
4 software functions from U.S. regulators and actively lobbying regulators on behalf of “clean
5 diesel.” Bosch collected millions of dollars in revenues and profits from the hidden software
6 installed in the Vehicles.
7

8 244. Without the RICO Defendants’ willing participation, including Bosch GmbH and
9 Bosch LLC’s active involvement in developing and supplying the critical emission control
10 software for the Vehicles, the Enterprise’s scheme and common course of conduct would have
11 been unsuccessful.
12

13 245. The RICO Defendants directed and controlled the ongoing organization
14 necessary to implement the scheme at meetings and through communications of which Plaintiffs
15 cannot fully know at present, because such information lies in the RICO Defendants’ or other’s
16 hands.
17

18 246. Similarly, because the defendants often refer to themselves as a group (*i.e.*,
19 “Bosch” rather than “Bosch GmbH” and “Bosch LLC”), Plaintiffs cannot fully know the full
20 extent of each individual corporate entity’s involvement in the wrongdoing prior to having access
21 to discovery.
22

23 **C. Mail and Wire Fraud**

24 247. To carry out, or attempt to carry out the scheme to defraud, the RICO Defendants,
25 each of whom is a person associated-in-fact with the EcoDiesel® RICO Enterprise, did
26 knowingly conduct or participate, directly or indirectly, in the conduct of the affairs of the
27 Enterprise through a pattern of racketeering activity within the meaning of 18 U.S.C. §§ 1961(1),
28

1 1961(5) and 1962(c), and which employed the use of the mail and wire facilities, in violation of
2 18 U.S.C. § 1341 (mail fraud) and § 1343 (wire fraud).

3 248. Specifically, as alleged herein, the RICO Defendants have committed, conspired
4 to commit, and/or aided and abetted in the commission of, at least two predicate acts of
5 racketeering activity (i.e., violations of 18 U.S.C. §§ 1341 and 1343), within the past ten years.
6 The multiple acts of racketeering activity that the RICO Defendants committed, or aided or
7 abetted in the commission of, were related to each other, posed a threat of continued racketeering
8 activity, and therefore constitute a “pattern of racketeering activity.” The racketeering activity
9 was made possible by the RICO Defendants’ regular use of the facilities, services, distribution
10 channels, and employees of the EcoDiesel® RICO Enterprise. The RICO Defendants
11 participated in the scheme to defraud by using mail, telephone and the Internet to transmit
12 mailings and wires in interstate or foreign commerce.

15 249. The RICO Defendants used, directed the use of, and/or caused to be used,
16 thousands of interstate mail and wire communications in service of their scheme through
17 virtually uniform misrepresentations, concealments and material omissions.

19 250. In devising and executing the illegal scheme, the RICO Defendants devised and
20 knowingly carried out a material scheme and/or artifice to defraud Plaintiffs or to obtain money
21 from Plaintiffs by means of materially false or fraudulent pretenses, representations, promises,
22 or omissions of material facts. For the purpose of executing the illegal scheme, the RICO
23 Defendants committed these racketeering acts which number in the thousands, intentionally and
24 knowingly with the specific intent to advance the illegal scheme.

26 251. The RICO Defendants’ predicate acts of racketeering (18 U.S.C. § 1961(1))
27 include, but are not limited to:

1 A. Mail Fraud: The RICO Defendants violated 18 U.S.C. § 1341 by sending or
2 receiving, or by causing to be sent and/or received, materials via U.S. mail or
3 commercial interstate carriers for the purpose of executing the unlawful scheme
4 to design, manufacture, market, and sell the Fraudulent Vehicles by means of
5 false pretenses, misrepresentations, promises, and omissions.

6 B. Wire Fraud: The RICO Defendants violated 18 U.S.C. § 1343 by transmitting
7 and/or receiving, or by causing to be transmitted and/or received, materials by
8 wire for the purpose of executing the unlawful scheme to defraud and obtain
9 money on false pretenses, misrepresentations, promises, and omissions.

10 252. The RICO Defendants' uses of the mails and wires include, but are not limited

11 to, the transmission, delivery, or shipment of the following by the RICO Defendants or third
12 parties that were foreseeably caused to be sent as a result of Defendants' illegal scheme:

- 13 A. the Fraudulent Vehicles themselves;
14 B. component parts for the EcoDiesel® engines;
15 C. component parts for the Bosch emission control hardware and software;
16 D. false or misleading emission test results;
17 E. applications for EPA COCs and CARB EOIs that concealed AECDS;
18 F. fraudulently-obtained EPA COCs and CARB EOIs;
19 G. vehicle registrations and plates as a result of the fraudulently-obtained EPA
20 COCs and CARB EOIs;
21 H. documents and communications that facilitated "passing" emission tests;
22 I. false or misleading communications intended to prevent regulators and the
23 public from discovering the true nature of the emission controls and/or AECDS;
24 J. sales and marketing materials, including advertising, websites, packaging,
25 brochures, and labeling, concealing the true nature of the Fraudulent Vehicles;

- 1 K. documents intended to facilitate the manufacture and sale of the Fraudulent
 2 Vehicles, including bills of lading, invoices, shipping records, reports and
 3 correspondence;
- 4 L. documents to process and receive payment for the Fraudulent Vehicles by
 5 unsuspecting Plaintiffs, including invoices and receipts;
- 6 M. payments to VM Italy and VM America;
- 7 N. payments to Bosch GmbH and Bosch LLC;
- 8 O. millions of dollars in compensation to Marchionne and Denner;
- 9 P. deposits of proceeds; and/or
- 10 Q. other documents and things, including electronic communications.

11 253. The RICO Defendants (or their agents), for the purpose of executing the illegal
 12 scheme, sent and/or received (or caused to be sent and/or received) by mail or by private or
 13 interstate carrier, shipments of the Fraudulent Vehicles and related documents by mail or a private
 14 carrier affecting interstate commerce, including the items described above and alleged below:

<u>From</u>	<u>To</u>	<u>Date</u>	<u>Description</u>
FCA	Bosch LLC	January 2013	Documents related to agreement to purchase Bosch EDC Unit 17 for 2014 Jeep Grand Cherokee.
VM Motori	FCA	January 2013	Documents related to Eco Diesel engine for 2014 Jeep Grand Cherokee.
FCA, Michigan	FCA Dealership	July 2013	Marketing Documents for 2014 Ram 1500 Vehicles.
EPA	FCA	September 2013	COC and related documents for 2014 Jeep Grand Cherokee.
EPA	FCA	September 2014	COC and related documents for 2015 Jeep Grand Cherokee.

1 FCA Warren Truck Assembly	2 Arrigo Dodge Dealership, Sunrise, Florida	3 November 2015	4 Shipment of 2016 Ram 1500 Vehicles.
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5 254. The RICO Defendants (or their agents), for the purpose of executing the illegal
 6 scheme, transmitted (or caused to be transmitted) in interstate commerce by means of wire
 7 communications, certain writings, signs, signals and sounds, including those items described
 above and alleged below:

<u>From</u>	<u>To</u>	<u>Date</u>	<u>Description</u>
Bosch LLC	RP Newswire, New York (and media networks around United States)	January 2013	Press release that Bosch's "clean diesel" technology will be featured in 2014 Jeep Grand Cherokee.
FCA, Michigan	Driving Public Throughout all 50 States	July 2013	Ram Zone Blog: <i>The 2014 Ram 1500 with Eco Diesel Engine, Available Soon at a Dealer Near You.</i>
Bosch LLC	FCA	October 2013	Software and calibration documentation for emission control technology.
FCA, Michigan	EPA, Michigan and CARB, California	January 2014	Certification Summary Information Report with emission test results for 2014 Jeep Grand Cherokee and 2014 Ram 1500.
FCA, Michigan	EPA, Michigan and CARB, California	January 2015	Certification Summary Information Report with emission test results for 2015 Jeep Grand Cherokee and 2015 Ram 1500.
FCA, Michigan	EPA Washington, DC	February 2, 2016	Email correspondence re: FCA lulling press release concerning compliance of diesel vehicles with applicable emission regulations.
EPA, Washington, DC	FCA, Michigan	November 30, 2016	Email correspondence re: conference call between EPA officials and Sergio Marchionne.

1 255. The RICO Defendants also used the internet and other electronic facilities to
2 carry out the scheme and conceal their ongoing fraudulent activities. Specifically, FCA, under
3 the direction and control of Fiat and Marchionne, made misrepresentations about the Fraudulent
4 Vehicles on their websites, YouTube, and through ads online, all of which were intended to
5 mislead regulators and the public about the emission standards and other performance metrics.
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7 256. The RICO Defendants also communicated by U.S. mail, by interstate facsimile,
8 and by interstate electronic mail with various other affiliates, regional offices, divisions,
9 dealerships and other third-party entities in furtherance of the scheme.

10 257. The mail and wire transmissions described herein were made in furtherance of
11 Defendants' scheme and common course of conduct to deceive regulators and consumers and
12 lure consumers into purchasing the Fraudulent Vehicles, which Defendants knew or recklessly
13 disregarded as emitting illegal amounts of pollution, despite their advertising campaign that the
14 Fraudulent Vehicles were "clean" diesel cars.
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16 258. Many of the precise dates of the fraudulent uses of the U.S. mail and interstate
17 wire facilities have been deliberately hidden, and cannot be alleged without access to Defendants'
18 books and records. However, Plaintiffs have described the types of, and in some instances,
19 occasions on which the predicate acts of mail and/or wire fraud occurred. These include
20 thousands of communications to perpetuate and maintain the scheme, including the things and
21 documents described in the preceding paragraphs.
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23 259. The RICO Defendants have not undertaken the practices described herein in
24 isolation, but as part of a common scheme and conspiracy. In violation of 18 U.S.C. § 1962(d),
25 the RICO Defendants conspired to violate 18 U.S.C. § 1962(c), as described herein. Various
26 other persons, firms and corporations, including third-party entities and individuals not named as
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1 defendants in this Complaint, have participated as co-conspirators with the RICO Defendants in
2 these offenses and have performed acts in furtherance of the conspiracy to increase or maintain
3 revenues, increase market share, and/or minimize losses for the Defendants and their unnamed
4 co-conspirators throughout the illegal scheme and common course of conduct.

5 260. To achieve their common goals, the RICO Defendants hid from the general
6 public the excessive and unlawful emissions of the Fraudulent Vehicles and obfuscated the true
7 nature and level of the emissions even after regulators raised concerns. The RICO Defendants
8 suppressed and/or ignored warnings from third parties, whistleblowers, and governmental
9 entities about the discrepancies in emissions testing and the concealed auxiliary (or defeat)
10 devices present in the Fraudulent Vehicles.

11 261. With knowledge and intent, the RICO Defendants and each member of the
12 conspiracy, with knowledge and intent, have agreed to the overall objectives of the conspiracy,
13 and have participated in the common course of conduct, to commit acts of fraud and indecency
14 in designing, manufacturing, distributing, marketing, testing, and/or selling the Fraudulent
15 Vehicles (and the emission control technology contained therein).

16 262. Indeed, for the conspiracy to succeed, each of the RICO Defendants and their
17 co-conspirators had to agree to implement and use the similar devices and fraudulent tactics.
18 Specifically, the RICO Defendants committed to secrecy about the concealed AECDs in the
19 Fraudulent Vehicles.

20 263. The RICO Defendants knew and intended that government regulators would rely
21 on their material omissions made about the Fraudulent Vehicles to approve them for importation,
22 marketing, and sale in the United States and each state. The RICO Defendants knew and intended
23 that consumers would purchase the Fraudulent Vehicles and incur costs as a result. Plaintiffs'
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1 reliance on this ongoing concealment is demonstrated by the fact that they purchased illegal and
2 defective vehicles that never should have been introduced into the U.S. stream of commerce. In
3 addition, the EPA, CARB, and other regulators relied on the misrepresentations and material
4 concealment and omissions made or caused to be made by the RICO Defendants; otherwise, FCA
5 could not have obtained valid COCs and EO_s to sell the Fraudulent Vehicles.
6

7 264. As described herein, the RICO Defendants engaged in a pattern of related and
8 continuous predicate acts for years. The predicate acts constituted a variety of unlawful
9 activities, each conducted with the common purpose of obtaining significant monies and
10 revenues from Plaintiffs based on their misrepresentations and omissions, while providing
11 Fraudulent Vehicles that were worth significantly less than the purchase price paid. The
12 predicate acts also had the same or similar results, participants, victims, and methods of
13 commission. The predicate acts were related and not isolated events.
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15 265. The predicate acts had the purpose of generating significant revenue and profits
16 for the RICO Defendants at the expense of Plaintiffs. The predicate acts were committed or
17 caused to be committed by the RICO Defendants through their participation in the EcoDiesel®
18 RICO Enterprise and in furtherance of its fraudulent scheme, and were interrelated in that they
19 involved obtaining Plaintiffs' funds and avoiding the expenses associated with remediating the
20 Fraudulent Vehicles.
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22 266. During the design, manufacture, testing, marketing and sale of the Fraudulent
23 Vehicles, the RICO Defendants shared among themselves technical, marketing, and financial
24 information that revealed the existence of the AECDs contained therein. Nevertheless, the RICO
25 Defendants chose and agreed to disseminate information that deliberately misrepresented the
26 Fraudulent Vehicles as legal, "clean," "environmentally friendly," and "fuel efficient" in their
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1 concerted efforts to market and sell them to consumers.

2 267. By reason of, and as a result of the conduct of the RICO Defendants, and in
3 particular, their pattern of racketeering activity, Plaintiffs have been injured in their business
4 and/or property in multiple ways, including but not limited to:

- 5 A. Purchase or lease of illegal, defective Fraudulent Vehicles;
- 6 B. Overpayment at the time of purchase or lease for Fraudulent Vehicles
7 purportedly having “EcoDiesel” properties and benefits, and meeting applicable
8 federal and state emissions standards, that did not have these properties or meet
9 these standards;
- 10 C. The value of the Fraudulent Vehicles has diminished;
- 11 D. Other, ongoing out-of-pocket and loss-of-use expenses;
- 12 E. Payment for alternative transportation; and
- 13 F. Loss of employment due to lack of transportation.

14 268. The RICO Defendants’ violations of 18 U.S.C. § 1962(c) and (d) have directly
15 and proximately caused economic damage to Plaintiffs’ business and property, and Plaintiffs are
16 entitled to bring this action for three times their actual damages, as well as injunctive/equitable
17 relief, costs, and reasonable attorneys’ fees pursuant to 18 U.S.C. § 1964(c).

18 **STATE LAW CLAIMS**

19 **ALABAMA**

20 269. Plaintiffs Roger Lucas and Electrical Technical Distribution, LLC (collectively the
21 “Alabama Plaintiff”) acquired a Fraudulent Vehicle while in the State of Alabama. As such, the
22 Alabama Plaintiff brings the following causes of action against all defendants.
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**ALABAMA COUNT 1- FRAUD
(On behalf of the Alabama Plaintiff)**

270. The Alabama Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

A. Affirmative Misrepresentation

271. The Alabama Plaintiff asserts this affirmative misrepresentation theory of fraud against the Fiat Chrysler Defendants and VM Motori Defendants.

272. Fiat Chrysler branded each Fraudulent Vehicle with the EcoDiesel badge. Through the badge, Fiat Chrysler communicated to the Alabama Plaintiff that the Fraudulent Vehicles were, among other things, environmentally friendly.

273. This was a material fact, as Fiat Chrysler's own research and communications demonstrate. Fiat Chrysler's representations were false because the Fraudulent Vehicles contain undisclosed emission cheating components that cause them to pollute excessively in real-world driving conditions.

274. Fiat Chrysler and VM Motori knew the representations were false and intended the Alabama Plaintiff to rely on them.

275. The Alabama Plaintiff decided to acquire the Fraudulent Vehicle based in part on the representations communicated through the EcoDiesel badge, and they relied on such representations to their detriment.

B. Fraudulent Concealment: Fuel Economy and Performance Representations

276. The Alabama Plaintiff asserts this fraudulent concealment theory against all Defendants.

277. Again, Fiat Chrysler branded each Fraudulent Vehicle with the EcoDiesel badge, which communicated not only that the Fraudulent Vehicles were environmentally friendly, but

1 also that they were fuel efficient.

2 278. The fuel economy and performance representations were also the centerpiece of
3 Fiat Chrysler's marketing efforts and featured prominently in virtually every advertisement and
4 consumer communication. As detailed above, through dealership training materials leading to
5 representations at the point of sale, vehicle brochures, the manufacturer websites, print
6 advertisements, television advertisements, and other avenues, Fiat Chrysler pervasively and
7 consistently represented that the Fraudulent Vehicles had best in class fuel economy and touted
8 their specific MPG and range, as well as their supposedly superior torque and performance.

9 279. Defendants concealed and suppressed the fact that the Fraudulent Vehicles could
10 achieve their fuel efficiency and power only through undisclosed cheating components that cause
11 them to pollute excessively. This was a material fact about which the Defendants had knowledge,
12 and that they concealed from the Alabama Plaintiff to mislead the Alabama Plaintiff.

13 280. The Alabama Plaintiff did not know this fact and could not have discovered it
14 through reasonably diligent investigation.

15 281. Defendants had a duty to disclose that the emission treatment technology in the
16 Fraudulent Vehicles is de-activated or reduced under real-world driving conditions because (1) the
17 Defendants had exclusive knowledge of the material, suppressed facts; (2) the Defendants took
18 affirmative actions to conceal the material facts, including by not identifying them for the EPA
19 and CARB; and (3) Fiat Chrysler made partial representations about the environmental
20 friendliness, fuel economy, and performance of the Fraudulent Vehicles that were misleading
21 without disclosure of the fact that the Fraudulent Vehicles contained hidden emission cheating
22 components that caused the Fraudulent Vehicles to pollute excessively in real-world driving
23 conditions.

1 282. The Alabama Plaintiff decided to acquire the Fraudulent Vehicle based in part on
2 the representations communicated through the EcoDiesel badge and other consistent and pervasive
3 consumer communications concerning fuel economy and efficiency, and they relied on such
4 representations to their detriment.

5 **C. Fraudulent Concealment: Installing and Concealing the Defeat Devices**

6 283. The Alabama Plaintiff asserts this fraudulent concealment theory against all
7 Defendants.

8 284. Each Defendant committed fraud by installing and calibrating emission control
9 devices in the Fraudulent Vehicles, which were unlawfully concealed from regulators and
10 consumers alike. In uniform advertising and materials provided with each Fraudulent Vehicle, the
11 Fiat Chrysler Defendants concealed from the Alabama Plaintiff that the emission treatment
12 technology de-activated under real-world driving conditions.

13 285. The Fiat Chrysler Defendants intentionally concealed, suppressed, and failed to
14 disclose the facts that the Fraudulent Vehicles had defective emission controls and/or emitted
15 unlawfully high levels of pollutants such as NOx. These Defendants, along with VM Motori and
16 the Bosch Defendants, knew or should have known the true facts, due to their involvement in the
17 design, installment, and calibration of the emission treatment technology in the Fraudulent
18 Vehicles. And yet, at no time did any of these Defendants reveal the truth to the Alabama Plaintiff.
19 To the contrary, each Defendant concealed the truth, intending for the Alabama Plaintiff to rely—
20 which the Alabama Plaintiff did.

21 286. A reasonable consumer would not have expected that the emission treatment
22 technology in the Fraudulent Vehicles de-activated under real-world driving conditions or that the
23 Fraudulent Vehicles would spew unmitigated NOx during city or highway driving. The Alabama
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1 Plaintiff did not know of the facts which were concealed from the Alabama Plaintiff by
2 Defendants. Moreover, as a consumer, the Alabama Plaintiff did not, and could not, unravel the
3 deception on his own.

4 287. Defendants had a duty to disclose that the emission treatment technology is de-
5 activated under real-world driving conditions and that the Fraudulent Vehicles spewed unmitigated
6 NOx during real-world conditions. Defendants had such a duty because the true facts were known
7 and/or accessible only to them and because they knew these facts were not known to or reasonably
8 discoverable by Plaintiffs.

9 288. Fiat Chrysler and VM Motori also had a duty to disclose the true nature of the
10 emission controls in light of their statements about the qualities of the EcoDiesel® engines and the
11 Fraudulent Vehicles' emissions levels, which were misleading, deceptive, and incomplete without
12 the disclosure of the fact that the emission treatment technology is de-activated under real-world
13 driving conditions and that the Fraudulent Vehicles spewed unmitigated NOx during real-world
14 conditions. Fiat Chrysler held out the Fraudulent Vehicles as reduced emission diesel vehicles,
15 when in fact, they were unlawfully high emission vehicles. Having volunteered to provide
16 information to the Alabama Plaintiff, Fiat Chrysler and VM Motori had the duty to disclose the
17 whole truth. On information and belief, Fiat Chrysler has still not made full and adequate
18 disclosures and continues to defraud the Alabama Plaintiff by concealing material information
19 regarding the emissions qualities of the Fraudulent Vehicle.

20 289. But for Defendants' fraud, the Alabama Plaintiff would not have acquired the
21 Fraudulent Vehicle, or would have paid less for it. The Alabama Plaintiff has sustained damage
22 because he acquired a vehicle that was not as represented and because he owns a Fraudulent
23 Vehicle that should never have been placed in the stream of commerce and is diminished in value
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as a result of Defendants' fraud. Accordingly, Defendants are liable to the Alabama Plaintiff for damages in an amount to be proven at trial.

290. The Alabama Plaintiff hereby sues Defendants for damages, including economic
and non-economic damages (including, without limitation, damages for embarrassment,
humiliation, inconvenience, mental anguish and emotional distress) in an amount to be proven at
trial. Defendants engaged in fraud that was malicious, oppressive, or gross and the statements
were made recklessly without regard to their truth and without caring or knowing if they were true
or not. Defendants' conduct thus warrants substantial exemplary damages in an amount to be
determined at trial, which the Alabama Plaintiff hereby sues for.

ALABAMA COUNT 2-
VIOLATIONS OF ALABAMA DECEPTIVE TRADE PRACTICES ACT
(Ala. Code § 8-19-1, *et seq.*)
(On behalf of the Alabama Plaintiff)

291. The Alabama Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

292. The Alabama Plaintiff has complied with all applicable pre-suit notice letter provisions, if any, including those of the Alabama Deceptive Trade Practices Act.

293. The Alabama Plaintiff is a “consumer” within the meaning of Ala. Code § 8-19-3(2).

294. The Alabama Plaintiff and Defendants are “persons” within the meaning of Ala. Code § 8-19-3(5).

295. The Fraudulent Vehicles are “goods” within the meaning of Ala. Code § 8-19-3(3).

296. Defendants were and are engaged in “trade or commerce” within the meaning of Ala. Code § 8-19-3(8).

1 297. The Alabama Deceptive Trade Practices Act (“Alabama DTPA”) declares several
2 specific actions to be unlawful, including: “(2) Causing confusion or misunderstanding as to the
3 source, sponsorship, approval, or certification of goods or services; (5) Representing that goods or
4 services have sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities that
5 they do not have,” “(7) Representing that goods or services are of a particular standard, quality, or
6 grade, or that goods are of a particular style or model, if they are of another,” and “(27) Engaging
7 in any other unconscionable, false, misleading, or deceptive act or practice in the conduct of trade
8 or commerce.” Ala. Code § 8-19-5.

9
10 298. In the course of their business, through their agents, employees, and/or subsidiaries,
11 violated the Alabama DTPA.

12
13 299. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
14 misrepresented the environmental friendliness and emissions of the Fraudulent Vehicles through
15 the EcoDiesel badge—a material fact that was false because the Defendants developed and
16 installed emission cheating components in the Fraudulent Vehicles that caused them to pollute
17 excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and
18 uniform and pervasive consumer communications, the Fraudulent Vehicles’ fuel efficiency and
19 performance, and the Defendants concealed that the fuel efficiency and performance could be
20 achieved only through emission control devices in the Fraudulent Vehicles that caused them to
21 pollute excessively in real-world conditions; and (3) the Defendants developed and installed
22 emission cheating components that caused the Fraudulent Vehicles to pollute excessively in real-
23 world conditions, and fraudulently concealed that fact from regulators and the Alabama Plaintiff
24 alike. In so doing, and by marketing, offering for sale, and selling the defective Fraudulent
25 Vehicles, Defendants violated the Alabama DTPA
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1 300. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
2 emission control system were material to the Alabama Plaintiff, as Defendants intended. Had
3 they known the truth, the Alabama Plaintiff would not have acquired the Fraudulent Vehicle,
4 or—if the Fraudulent Vehicles' true nature had been disclosed and mitigated—would have paid
5 significantly less for them. The Alabama Plaintiff suffered ascertainable loss and actual damages,
6 including economic and non-economic damages (including, without limitation, damages for
7 embarrassment, humiliation, inconvenience, mental anguish and emotional distress) as a direct
8 and proximate result of Defendants' misrepresentations and its concealment of and failure to
9 disclose material information. The Alabama Plaintiff also suffered diminished value of the
10 vehicle, as well as lost or diminished use.

11 301. The Alabama Plaintiff had no way of discerning that Defendants' representations
12 were false and misleading, or otherwise learning the facts that Defendants had concealed or failed
13 to disclose, because Defendants' emission control software was extremely sophisticated
14 technology. The Alabama Plaintiff did not, and could not, unravel Defendants' deception on their
15 own.

16 302. Defendants had an ongoing duty to the Alabama Plaintiff to refrain from unfair and
17 deceptive practices under the Alabama DTPA in the course of their business. Specifically,
18 Defendants owed the Alabama Plaintiff a duty to disclose all the material facts concerning the
19 EcoDiesel® emission control system because they possessed exclusive knowledge, they
20 intentionally concealed it from the Alabama Plaintiff, and/or they made misrepresentations that
21 were rendered misleading because they were contradicted by withheld facts.

22 303. Defendants' unfair or deceptive acts or practices were likely to and did in fact
23 deceive regulators and reasonable consumers, including the Alabama Plaintiff, about the true
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environmental cleanliness and efficiency of the Fraudulent Vehicles, the quality of the Defendants' brands, the devaluing of environmental cleanliness and integrity of Defendants, and the true value of the Fraudulent Vehicles.

304. Defendants' violations present a continuing risk to the Alabama Plaintiff as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

305. Pursuant to Ala. Code § 8-19-10, the Alabama Plaintiff hereby sues Defendants for actual damages, including economic and non-economic damages (including, without limitation, damages for embarrassment, humiliation, inconvenience, mental anguish and emotional distress) in an amount to be determined at trial. The Alabama Plaintiff also hereby sues Defendants for three times the amount of actual damages plus attorneys' fees and costs per Ala. Code § 8-19-10 plus any other just and proper relief available under the Ala. Code § 8-19-1, *et seq.*

GEORGIA

306. Plaintiffs Timothy Davis, Quentin Bighon, William Moon, (collectively, the
“Georgia Plaintiffs”) acquired their Fraudulent Vehicles while in the State of Georgia. As such,
they bring the following causes of action against all defendants.

GEORGIA COUNT 1- FRAUD (On behalf of the Georgia Plaintiffs)

307. The Georgia Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

A. Affirmative Misrepresentation

308. The Georgia Plaintiffs assert this affirmative misrepresentation theory of fraud on behalf of themselves against the Fiat Chrysler Defendants and VM Motori Defendants.

1 309. Fiat Chrysler branded each Fraudulent Vehicle with the EcoDiesel badge.
2 Through the badge, Fiat Chrysler communicated to each of the Georgia Plaintiffs that the
3 Fraudulent Vehicles were, among other things, environmentally friendly.

4 310. This was a material fact, as Fiat Chrysler's own research and communications
5 demonstrate. Fiat Chrysler's representations were false because the Fraudulent Vehicles contain
6 undisclosed emission cheating components that cause them to pollute excessively in real-world
7 driving conditions.

8 311. Fiat Chrysler and VM Motori knew the representations were false and intended
9 the Georgia Plaintiffs to rely on them.

10 312. The Georgia Plaintiffs decided to acquire their Fraudulent Vehicles based in part
11 on the representations communicated through the EcoDiesel badge, and they relied on such
12 representations to their detriment.

13 **B. Fraudulent Concealment: Fuel Economy and Performance Representations**

14 313. The Georgia Plaintiffs assert this fraudulent concealment theory against all
15 Defendants.

16 314. Again, Fiat Chrysler branded each Fraudulent Vehicle with the EcoDiesel badge,
17 which communicated not only that the Fraudulent Vehicles were environmentally friendly, but
18 also that they were fuel efficient.

19 315. The fuel economy and performance representations were also the centerpiece of
20 Fiat Chrysler's marketing efforts and featured prominently in virtually every advertisement and
21 consumer communication. As detailed above, through dealership training materials leading to
22 representations at the point of sale, vehicle brochures, the manufacturer websites, print
23 advertisements, television advertisements, and other avenues, Fiat Chrysler pervasively and
24

1 consistently represented that the Fraudulent Vehicles had best in class fuel economy and touted
 2 their specific MPG and range, as well as their supposedly superior torque and performance.

3 316. Defendants concealed and suppressed the fact that the Fraudulent Vehicles could
 4 achieve their fuel efficiency and power only through undisclosed cheating components that cause
 5 them to pollute excessively. This was a material fact about which the Defendants had knowledge,
 6 and that they concealed from the Georgia Plaintiffs to mislead them.

7 317. The Georgia Plaintiffs did not know this fact and could not have discovered it
 8 through reasonably diligent investigation.

9 318. Defendants had a duty to disclose that the emission treatment technology in the
 10 Fraudulent Vehicles is de-activated or reduced under real-world driving conditions because (1) the
 11 Defendants had exclusive knowledge of the material, suppressed facts; (2) the Defendants took
 12 affirmative actions to conceal the material facts, including by not identifying them for the EPA
 13 and CARB; and (3) Fiat Chrysler made partial representations about the environmental
 14 friendliness, fuel economy, and performance of the Fraudulent Vehicles that were misleading
 15 without disclosure of the fact that the Fraudulent Vehicles contained hidden emission cheating
 16 components that caused the Fraudulent Vehicles to pollute excessively in real-world driving
 17 conditions.

18 319. The Georgia Plaintiffs decided to acquire their Fraudulent Vehicles based in part
 19 on the representations communicated through the EcoDiesel badge and other consistent and
 20 pervasive consumer communications concerning fuel economy and efficiency, and they relied on
 21 such representations to their detriment.

22 **C. Fraudulent Concealment: Installing and Concealing the Defeat Devices**

23 320. The Georgia Plaintiffs assert this fraudulent concealment theory against all

1 Defendants.

2 321. Each Defendant committed fraud by installing and calibrating emission control
3 devices in the Fraudulent Vehicles, which were unlawfully concealed from regulators and
4 consumers alike. In uniform advertising and materials provided with each Fraudulent Vehicle, the
5 Fiat Chrysler Defendants concealed from the Georgia Plaintiffs that the emission treatment
6 technology de-activated under real-world driving conditions.
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8 322. The Fiat Chrysler Defendants intentionally concealed, suppressed, and failed to
9 disclose the facts that the Fraudulent Vehicles had defective emission controls and/or emitted
10 unlawfully high levels of pollutants such as NOx. These Defendants, along with VM Motori and
11 the Bosch Defendants, knew or should have known the true facts, due to their involvement in the
12 design, installment, and calibration of the emission treatment technology in the Fraudulent
13 Vehicles. And yet, at no time did any of these Defendants reveal the truth to the Georgia Plaintiffs.
14 To the contrary, each Defendant concealed the truth, intending for the Georgia Plaintiffs to rely -
15 which they did.
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17 323. A reasonable consumer would not have expected that the emission treatment
18 technology in the Fraudulent Vehicles de-activated under real-world driving conditions or that the
19 Fraudulent Vehicles would spew unmitigated NOx during city or highway driving. The Georgia
20 Plaintiffs did not know of the facts which were concealed from them by Defendants. Moreover,
21 as consumers, the Georgia Plaintiffs did not, and could not, unravel the deception on their own.
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23 324. Defendants had a duty to disclose that the emission treatment technology is de-
24 activated under real-world driving conditions and that the Fraudulent Vehicles spewed unmitigated
25 NOx during real-world conditions. Defendants had such a duty because the true facts were known
26 and/or accessible only to them and because they knew these facts were not known to or reasonably
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1 discoverable by Plaintiffs.

2 325. Fiat Chrysler and VM Motori also had a duty to disclose the true nature of the
3 emission controls in light of their statements about the qualities of the EcoDiesel® engines and the
4 Fraudulent Vehicles' emissions levels, which were misleading, deceptive, and incomplete without
5 the disclosure of the fact that the emission treatment technology is de-activated under real-world
6 driving conditions and that the Fraudulent Vehicles spewed unmitigated NOx during real-world
7 conditions. Fiat Chrysler held out the Fraudulent Vehicles as reduced emission diesel vehicles,
8 when in fact, they were unlawfully high emission vehicles. Having volunteered to provide
9 information to the Georgia Plaintiffs, Fiat Chrysler and VM Motori had the duty to disclose the
10 whole truth. On information and belief, Fiat Chrysler has still not made full and adequate
11 disclosures and continues to defraud the Georgia Plaintiffs by concealing material information
12 regarding the emissions qualities of the Fraudulent Vehicles.
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14 326. But for Defendants' fraud, the Georgia Plaintiffs would not have purchased the
15 Fraudulent Vehicles, or would have paid less for them. The Georgia Plaintiffs have sustained
16 damage because they acquired vehicles that were not as represented and because they own
17 Fraudulent Vehicles that should never have been placed in the stream of commerce and are
18 diminished in value as a result of Defendants' fraud. Accordingly, Defendants are liable to the
19 Georgia Plaintiffs for damages in an amount to be proven at trial.
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21 327. Defendants are liable to the Georgia Plaintiffs for damages, including economic
22 and non-economic damages (including, without limitation, damages for embarrassment,
23 humiliation, inconvenience, mental anguish and emotional distress) in an amount to be proven at
24 trial, for which the Georgia Plaintiffs hereby sue Defendants. Defendants' actions showed willful
25 misconduct, malice, fraud, wantonness, oppression, or that entire want of care that would raise the
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presumption of conscious indifference to consequences. Defendants' conduct thus warrants the award of substantial punitive damages in an amount to be determined at trial, for which the Georgia Plaintiffs hereby sue Defendants.

GEORGIA COUNT 2-
VIOLATIONS OF GEORGIA'S FAIR BUSINESS PRACTICES ACT
(Ga. Code Ann. § 10-1-390, *et seq.*)
(On behalf of the Georgia Plaintiffs)

328. The Georgia Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

329. The Georgia Plaintiffs have complied with all applicable, pre-suit notice letter provisions, if any, including those of the Georgia Fair Business Practices Act.

330. The Georgia Fair Business Practices Act (“Georgia FBPA”) declares “[u]nfair or deceptive acts or practices in the conduct of consumer transactions and consumer acts or practices in trade or commerce” to be unlawful, Ga. Code. Ann. § 10-1-393(a), including but not limited to “representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have,” “[r]epresenting that goods or services are of a particular standard, quality, or grade . . . if they are of another,” and “[a]dvertising goods or services with intent not to sell them as advertised,” Ga. Code. Ann. § 10-1-393(b). Defendants intentionally violated the aforementioned provisions of the Georgia FBPA.

331. In the course of their business, through their agents, employees, and/or subsidiaries, violated the Georgia FBPA.

332. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Fraudulent Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Fraudulent Vehicles that caused them to pollute

1 excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and
2 uniform and pervasive consumer communications, the Fraudulent Vehicles' fuel efficiency and
3 performance, and the Defendants concealed that the fuel efficiency and performance could be
4 achieved only through emission control devices in the Fraudulent Vehicles that caused them to
5 pollute excessively in real-world conditions; and (3) the Defendants developed and installed
6 emission cheating components that caused the Fraudulent Vehicles to pollute excessively in real-
7 world conditions, and fraudulently concealed that fact from regulators and the Georgia Plaintiffs
8 alike. In so doing, and by marketing, offering for sale, and selling the defective Fraudulent
9 Vehicles, Defendants violated the Georgia FBPA

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11 333. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
12 emission control system were material to the Georgia Plaintiffs, as Defendants intended. Had they
13 known the truth, the Georgia Plaintiffs would not have acquired the Fraudulent Vehicles, or—if
14 the Fraudulent Vehicles' true nature had been disclosed and mitigated—would have paid
15 significantly less for them. The Georgia Plaintiffs suffered ascertainable loss and actual damages,
16 including economic and non-economic damages (including, without limitation, damages for
17 embarrassment, humiliation, inconvenience, mental anguish and emotional distress) as a direct and
18 proximate result of Defendants' misrepresentations and its concealment of and failure to disclose
19 material information. The Georgia Plaintiffs also suffered diminished value of their vehicles, as
20 well as lost or diminished use.

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22 334. The Georgia Plaintiffs had no way of discerning that Defendants' representations
23 were false and misleading, or otherwise learning the facts that Defendants had concealed or failed
24 to disclose, because Defendants' emission control software was extremely sophisticated

1 technology. The Georgia Plaintiffs did not, and could not, unravel Defendants' deception on their
2 own.

3 335. Defendants had an ongoing duty to the Georgia Plaintiffs to refrain from unfair and
4 deceptive practices under the Georgia FBPA in the course of their business. Specifically,
5 Defendants owed the Georgia Plaintiffs a duty to disclose all the material facts concerning the
6 EcoDiesel® emission control system because they possessed exclusive knowledge, they
7 intentionally concealed it from the Georgia Plaintiffs, and/or they made misrepresentations that
8 were rendered misleading because they were contradicted by withheld facts.

9 336. Defendants' unfair or deceptive acts or practices were likely to and did in fact
10 deceive regulators and reasonable consumers, including the Georgia Plaintiffs, about the true
11 environmental cleanliness and efficiency of the Fraudulent Vehicles, the quality of the Defendants'
12 brands, the devaluing of environmental cleanliness and integrity of Defendants, and the true value
13 of the Fraudulent Vehicles.

14 337. Defendants' violations present a continuing risk to the Georgia Plaintiffs as well as
15 to the general public. Defendants' unlawful acts and practices complained of herein affect the
16 public interest.

17 338. The Georgia Plaintiffs are entitled to recover, and hereby sue Defendants for, actual
18 damages, including economic and non-economic damages (including, without limitation, damages
19 for embarrassment, humiliation, inconvenience, mental anguish and emotional distress) plus
20 attorney's fees and expenses of litigation per Ga. Code Ann. § 10-1-399(d) plus exemplary
21 damages (for intentional violations) per Ga. Code. Ann. § 10-1-399(a). The Georgia Plaintiffs
22 also sue Defendants for any other just and proper relief available under the Georgia FBPA per Ga.
23 Code. Ann. § 10-1-399.
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ILLINOIS

339. Plaintiff Gregory Masanz (the “Illinois Plaintiff”) acquired a Fraudulent Vehicle
 while in the State of Illinois. As such, the Illinois Plaintiff brings the following causes of action
 against all defendants.

**ILLINOIS COUNT 1- FRAUD
 (On behalf of the Illinois Plaintiff)**

340. The Illinois Plaintiff incorporates by reference each preceding paragraph as though
 fully set forth herein.

A. Affirmative Misrepresentation

341. The Illinois Plaintiff asserts this affirmative misrepresentation theory of fraud
 against the Fiat Chrysler Defendants and VM Motori Defendants.

342. Fiat Chrysler branded each Fraudulent Vehicle with the EcoDiesel badge.
 Through the badge, Fiat Chrysler communicated to the Illinois Plaintiff that the Fraudulent
 Vehicles were, among other things, environmentally friendly.

343. This was a material fact, as Fiat Chrysler’s own research and communications
 demonstrate. Fiat Chrysler’s representations were false because the Fraudulent Vehicles contain
 undisclosed emission cheating components that cause them to pollute excessively in real-world
 driving conditions.

344. Fiat Chrysler and VM Motori knew the representations were false and intended
 the Illinois Plaintiff to rely on them.

345. The Illinois Plaintiff decided to acquire the Fraudulent Vehicle based in part on
 the representations communicated through the EcoDiesel badge, and they relied on such
 representations to his detriment.

1 **B. Fraudulent Concealment: Fuel Economy and Performance Representations**

2 346. The Illinois Plaintiff asserts this fraudulent concealment theory against all
3 Defendants.

4 347. Again, Fiat Chrysler branded each Fraudulent Vehicle with the EcoDiesel badge,
5 which communicated not only that the Fraudulent Vehicles were environmentally friendly, but
6 also that they were fuel efficient.

7 348. The fuel economy and performance representations were also the centerpiece of
8 Fiat Chrysler's marketing efforts and featured prominently in virtually every advertisement and
9 consumer communication. As detailed above, through dealership training materials leading to
10 representations at the point of sale, vehicle brochures, the manufacturer websites, print
11 advertisements, television advertisements, and other avenues, Fiat Chrysler pervasively and
12 consistently represented that the Fraudulent Vehicles had best in class fuel economy and touted
13 their specific MPG and range, as well as their supposedly superior torque and performance.

14 349. Defendants concealed and suppressed the fact that the Fraudulent Vehicles could
15 achieve their fuel efficiency and power only through undisclosed cheating components that cause
16 them to pollute excessively. This was a material fact about which the Defendants had knowledge,
17 and that they concealed from the Illinois Plaintiff to mislead the Illinois Plaintiff.

18 350. The Illinois Plaintiff did not know this fact and could not have discovered it
19 through reasonably diligent investigation.

20 351. Defendants had a duty to disclose that the emission treatment technology in the
21 Fraudulent Vehicles is de-activated or reduced under real-world driving conditions because (1) the
22 Defendants had exclusive knowledge of the material, suppressed facts; (2) the Defendants took
23 affirmative actions to conceal the material facts, including by not identifying them for the EPA
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1 and CARB; and (3) Fiat Chrysler made partial representations about the environmental
2 friendliness, fuel economy, and performance of the Fraudulent Vehicles that were misleading
3 without disclosure of the fact that the Fraudulent Vehicles contained hidden emission cheating
4 components that caused the Fraudulent Vehicles to pollute excessively in real-world driving
5 conditions.

6 352. The Illinois Plaintiff decided to acquire the Fraudulent Vehicle based in part on
7 the representations communicated through the EcoDiesel badge and other consistent and pervasive
8 consumer communications concerning fuel economy and efficiency, and they relied on such
9 representations to their detriment.

10 **C. Fraudulent Concealment: Installing and Concealing the Defeat Devices**

11 353. The Illinois Plaintiff asserts this fraudulent concealment theory against all
12 Defendants.

13 354. Each Defendant committed fraud by installing and calibrating emission control
14 devices in the Fraudulent Vehicles, which were unlawfully concealed from regulators and
15 consumers alike. In uniform advertising and materials provided with each Fraudulent Vehicle, the
16 Fiat Chrysler Defendants concealed from the Illinois Plaintiff that the emission treatment
17 technology de-activated under real-world driving conditions.

18 355. The Fiat Chrysler Defendants intentionally concealed, suppressed, and failed to
19 disclose the facts that the Fraudulent Vehicles had defective emission controls and/or emitted
20 unlawfully high levels of pollutants such as NOx. These Defendants, along with VM Motori and
21 the Bosch Defendants, knew or should have known the true facts, due to their involvement in the
22 design, installment, and calibration of the emission treatment technology in the Fraudulent
23 Vehicles. And yet, at no time did any of these Defendants reveal the truth to the Illinois Plaintiff.
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1 To the contrary, each Defendant concealed the truth, intending for the Illinois Plaintiff to rely—
2 which the Illinois Plaintiff did.

3 356. A reasonable consumer would not have expected that the emission treatment
4 technology in the Fraudulent Vehicles de-activated under real-world driving conditions or that the
5 Fraudulent Vehicles would spew unmitigated NOx during city or highway driving. The Illinois
6 Plaintiff did not know of the facts which were concealed from the Illinois Plaintiff by Defendants.
7 Moreover, as a consumer, the Illinois Plaintiff did not, and could not, unravel the deception on his
8 own.

9 357. Defendants had a duty to disclose that the emission treatment technology is de-
10 activated under real-world driving conditions and that the Fraudulent Vehicles spewed unmitigated
11 NOx during real-world conditions. Defendants had such a duty because the true facts were known
12 and/or accessible only to them and because they knew these facts were not known to or reasonably
13 discoverable by Plaintiffs.

14 358. Fiat Chrysler and VM Motori also had a duty to disclose the true nature of the
15 emission controls in light of their statements about the qualities of the EcoDiesel® engines and the
16 Fraudulent Vehicles' emissions levels, which were misleading, deceptive, and incomplete without
17 the disclosure of the fact that the emission treatment technology is de-activated under real-world
18 driving conditions and that the Fraudulent Vehicles spewed unmitigated NOx during real-world
19 conditions. Fiat Chrysler held out the Fraudulent Vehicles as reduced emission diesel vehicles,
20 when in fact, they were unlawfully high emission vehicles. Having volunteered to provide
21 information to the Illinois Plaintiff, Fiat Chrysler and VM Motori had the duty to disclose the
22 whole truth. On information and belief, Fiat Chrysler has still not made full and adequate
23 disclosures and continues to defraud the Illinois Plaintiff by concealing material information
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regarding the emissions qualities of the Fraudulent Vehicle.

359. But for Defendants' fraud, the Illinois Plaintiff would not have acquired the Fraudulent Vehicle, or would have paid less for it. The Illinois Plaintiff has sustained damage because he acquired a vehicle that was not as represented and because he owns a Fraudulent Vehicle that should never have been placed in the stream of commerce and is diminished in value as a result of Defendants' fraud. Accordingly, Defendants are liable to the Illinois Plaintiff for damages in an amount to be proven at trial.

360. Defendants are liable to the Illinois Plaintiff for damages, including economic and non-economic damages (including, without limitation, damages for embarrassment, humiliation, inconvenience, mental anguish and emotional distress) in an amount to be proven at trial. Defendants' conduct was fraudulent, intentional, willful and wanton and proximately caused damage to the Illinois Plaintiff. Further, justice and the public good require that the Illinois Plaintiff be awarded an amount of money which will punish Defendants and discourage Defendants and others from similar conduct. Defendants' conduct thus warrants the award of substantial punitive and exemplary damages in an amount to be determined at trial.

ILLINOIS COUNT 2-
VIOLATIONS OF ILLINOIS CONSUMER FRAUD AND
DECEPTIVE BUSINESS PRACTICES ACT
(815 ILCS 505/1, *et seq.* and 720 ILCS 295/1a)
(On behalf of the Illinois Plaintiff)

361. The Illinois Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

362. The Illinois Plaintiff has complied with all applicable, pre-suit notice letter provisions, if any, including those of the Illinois Consumer Fraud and Deceptive Business

1 Practices Act. Specifically, the Illinois Plaintiffs have served a notice and demand upon named
 2 defendants at least 30 days prior to the filing of this action.

3 363. Defendants are “person[s]” as that term is defined in 815 ILCS 505/1(c).

4 364. The Illinois Consumer Fraud and Deceptive Business Practices Act (“Illinois
 5 CFA”) prohibits “unfair or deceptive acts or practices, including but not limited to the use or
 6 employment of any deception, fraud, false pretense, false promise, misrepresentation or the
 7 concealment, suppression or omission of any material fact, with intent that others rely upon the
 8 concealment, suppression or omission of such material fact … in the conduct of trade or commerce
 9 ... whether any person has in fact been misled, deceived or damaged thereby.” 815 ILCS
 10 505/2. Defendants intentionally violated the Illinois CFA.

11 365. In the course of their business, through their agents, employees, and/or subsidiaries,
 12 violated the Illinois CFA.

13 366. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
 14 misrepresented the environmental friendliness and emissions of the Fraudulent Vehicles through
 15 the EcoDiesel badge—a material fact that was false because the Defendants developed and
 16 installed emission cheating components in the Fraudulent Vehicles that caused them to pollute
 17 excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and
 18 uniform and pervasive consumer communications, the Fraudulent Vehicles’ fuel efficiency and
 19 performance, and the Defendants concealed that the fuel efficiency and performance could be
 20 achieved only through emission control devices in the Fraudulent Vehicles that caused them to
 21 pollute excessively in real-world conditions; and (3) the Defendants developed and installed
 22 emission cheating components that caused the Fraudulent Vehicles to pollute excessively in real-
 23 world conditions, and fraudulently concealed that fact from regulators and the Illinois Plaintiff
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1 alike. In so doing, and by marketing, offering for sale, and selling the defective Fraudulent
2 Vehicles, Defendants violated the Illinois CFA

3 367. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
4 emission control system were material to the Illinois Plaintiff, as Defendants intended. Had he
5 known the truth, the Illinois Plaintiff would not have acquired the Fraudulent Vehicle, or—if the
6 Fraudulent Vehicle's true nature had been disclosed and mitigated—would have paid
7 significantly less for it. The Illinois Plaintiff suffered ascertainable loss and actual damages,
8 including economic and non-economic damages (including, without limitation, damages for
9 embarrassment, humiliation, inconvenience, mental anguish and emotional distress) as a direct
10 and proximate result of Defendants' misrepresentations and its concealment of and failure to
11 disclose material information. The Illinois Plaintiff also suffered diminished value of the vehicle,
12 as well as lost or diminished use.

13 368. The Illinois Plaintiff had no way of discerning that Defendants' representations
14 were false and misleading, or otherwise learning the facts that Defendants had concealed or failed
15 to disclose, because Defendants' emission control software was extremely sophisticated
16 technology. The Illinois Plaintiff did not, and could not, unravel Defendants' deception on his own.

17 369. Defendants had an ongoing duty to the Illinois Plaintiff to refrain from unfair and
18 deceptive practices under the Illinois CFA in the course of their business. Specifically, Defendants
19 owed the Illinois Plaintiff a duty to disclose all the material facts concerning the EcoDiesel®
20 emission control system because they possessed exclusive knowledge, they intentionally
21 concealed it from the Illinois Plaintiff, and/or they made misrepresentations that were rendered
22 misleading because they were contradicted by withheld facts.

370. Defendants' unfair or deceptive acts or practices were likely to and did in fact deceive regulators and reasonable consumers, including the Illinois Plaintiff, about the true environmental cleanliness and efficiency of the Fraudulent Vehicles, the quality of the Defendants' brands, the devaluing of environmental cleanliness and integrity of Defendants, and the true value of the Fraudulent Vehicles.

371. Defendants' violations present a continuing risk to the Illinois Plaintiff as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

372. Pursuant to 815 ILCS 505/10a(a), the Illinois Plaintiff sues Defendants for actual damages, including economic and non-economic damages (including, without limitation, damages for embarrassment, humiliation, inconvenience, mental anguish and emotional distress) plus punitive damages because Defendants acted with fraud and/or malice and/or was grossly negligent and their conduct was willful or intentional and done with evil motive or reckless indifference to the rights of others. Defendants' conduct resulted in public injury constituted a pattern or an effect on consumers and the public interest. The Illinois Plaintiff also seeks attorney's fees and costs per 815 ILCS § 505/10a(c) plus any other just and proper relief available under the Illinois CFA.

IOWA

373. Plaintiff Steve Lavoie (the “Iowa Plaintiff”) acquired a Fraudulent Vehicle while in the State of Iowa. As such, the Iowa Plaintiff brings the following causes of action against all defendants.

**IOWA COUNT 1- FRAUD
(On behalf of the Iowa Plaintiff)**

374. The Iowa Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

1 **A. Affirmative Misrepresentation**

2 375. The Iowa Plaintiff asserts this affirmative misrepresentation theory of fraud against
3 the Fiat Chrysler Defendants and VM Motori Defendants.

4 376. Fiat Chrysler branded each Fraudulent Vehicle with the EcoDiesel badge.
5 Through the badge, Fiat Chrysler communicated to the Iowa Plaintiff that the Fraudulent Vehicles
6 were, among other things, environmentally friendly.
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8 377. This was a material fact, as Fiat Chrysler's own research and communications
9 demonstrate. Fiat Chrysler's representations were false because the Fraudulent Vehicles contain
10 undisclosed emission cheating components that cause them to pollute excessively in real-world
11 driving conditions.
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13 378. Fiat Chrysler and VM Motori knew the representations were false and intended
14 the Iowa Plaintiff to rely on them.

15 379. The Iowa Plaintiff decided to acquire the Fraudulent Vehicle based in part on the
16 representations communicated through the EcoDiesel badge, and they relied on such
17 representations to their detriment.
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19 **B. Fraudulent Concealment: Fuel Economy and Performance Representations**

20 380. The Iowa Plaintiff asserts this fraudulent concealment theory against all
21 Defendants.
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23 381. Again, Fiat Chrysler branded each Fraudulent Vehicle with the EcoDiesel badge,
24 which communicated not only that the Fraudulent Vehicles were environmentally friendly, but
25 also that they were fuel efficient.
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27 382. The fuel economy and performance representations were also the centerpiece of
28 Fiat Chrysler's marketing efforts and featured prominently in virtually every advertisement and

1 consumer communication. As detailed above, through dealership training materials leading to
2 representations at the point of sale, vehicle brochures, the manufacturer websites, print
3 advertisements, television advertisements, and other avenues, Fiat Chrysler pervasively and
4 consistently represented that the Fraudulent Vehicles had best in class fuel economy and touted
5 their specific MPG and range, as well as their supposedly superior torque and performance.
6

7 383. Defendants concealed and suppressed the fact that the Fraudulent Vehicles could
8 achieve their fuel efficiency and power only through undisclosed cheating components that cause
9 them to pollute excessively. This was a material fact about which the Defendants had knowledge,
10 and that they concealed from the Iowa Plaintiff to mislead the Iowa Plaintiff.

11 384. The Iowa Plaintiff did not know this fact and could not have discovered it through
12 reasonably diligent investigation.

14 385. Defendants had a duty to disclose that the emission treatment technology in the
15 Fraudulent Vehicles is de-activated or reduced under real-world driving conditions because (1) the
16 Defendants had exclusive knowledge of the material, suppressed facts; (2) the Defendants took
17 affirmative actions to conceal the material facts, including by not identifying them for the EPA
18 and CARB; and (3) Fiat Chrysler made partial representations about the environmental
19 friendliness, fuel economy, and performance of the Fraudulent Vehicles that were misleading
20 without disclosure of the fact that the Fraudulent Vehicles contained hidden emission cheating
21 components that caused the Fraudulent Vehicles to pollute excessively in real-world driving
22 conditions.

25 386. The Iowa Plaintiff decided to acquire the Fraudulent Vehicle based in part on the
26 representations communicated through the EcoDiesel badge and other consistent and pervasive
27 consumer communications concerning fuel economy and efficiency, and they relied on such
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1 representations to their detriment.

2 **C. Fraudulent Concealment: Installing and Concealing the Defeat Devices**

3 387. The Iowa Plaintiff asserts this fraudulent concealment theory against all
4 Defendants.

5 388. Each Defendant committed fraud by installing and calibrating emission control
6 devices in the Fraudulent Vehicles, which were unlawfully concealed from regulators and
7 consumers alike. In uniform advertising and materials provided with each Fraudulent Vehicle, the
8 Fiat Chrysler Defendants concealed from the Iowa Plaintiff that the emission treatment technology
9 de-activated under real-world driving conditions.

10 389. The Fiat Chrysler Defendants intentionally concealed, suppressed, and failed to
11 disclose the facts that the Fraudulent Vehicles had defective emission controls and/or emitted
12 unlawfully high levels of pollutants such as NOx. These Defendants, along with VM Motori and
13 the Bosch Defendants, knew or should have known the true facts, due to their involvement in the
14 design, installment, and calibration of the emission treatment technology in the Fraudulent
15 Vehicles. And yet, at no time did any of these Defendants reveal the truth to the Iowa Plaintiff.
16 To the contrary, each Defendant concealed the truth, intending for the Iowa Plaintiff to rely - which
17 the Iowa Plaintiff did.

18 390. A reasonable consumer would not have expected that the emission treatment
19 technology in the Fraudulent Vehicles de-activated under real-world driving conditions or that the
20 Fraudulent Vehicles would spew unmitigated NOx during city or highway driving. The Iowa
21 Plaintiff did not know of the facts which were concealed from the Iowa Plaintiff by Defendants.
22 Moreover, as a consumer, the Iowa Plaintiff did not, and could not, unravel the deception on his
23 own.

1 391. Defendants had a duty to disclose that the emission treatment technology is de-
2 activated under real-world driving conditions and that the Fraudulent Vehicles spewed unmitigated
3 NOx during real-world conditions. Defendants had such a duty because the true facts were known
4 and/or accessible only to them and because they knew these facts were not known to or reasonably
5 discoverable by Plaintiffs.
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7 392. Fiat Chrysler and VM Motori also had a duty to disclose the true nature of the
8 emission controls in light of their statements about the qualities of the EcoDiesel® engines and the
9 Fraudulent Vehicles' emissions levels, which were misleading, deceptive, and incomplete without
10 the disclosure of the fact that the emission treatment technology is de-activated under real-world
11 driving conditions and that the Fraudulent Vehicles spewed unmitigated NOx during real-world
12 conditions. Fiat Chrysler held out the Fraudulent Vehicles as reduced emission diesel vehicles,
13 when in fact, they were unlawfully high emission vehicles. Having volunteered to provide
14 information to the Iowa Plaintiff, Fiat Chrysler and VM Motori had the duty to disclose the whole
15 truth. On information and belief, Fiat Chrysler has still not made full and adequate disclosures
16 and continues to defraud the Iowa Plaintiff by concealing material information regarding the
17 emissions qualities of the Fraudulent Vehicle.
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19 393. But for Defendants' fraud, the Iowa Plaintiff would not have acquired the
20 Fraudulent Vehicle, or would have paid less for it. The Iowa Plaintiff has sustained damage
21 because he acquired a vehicle that was not as represented and because he owns a Fraudulent
22 Vehicle that should never have been placed in the stream of commerce and is diminished in value
23 as a result of Defendants' fraud. Accordingly, Defendants are liable to the Iowa Plaintiff for
24 damages in an amount to be proven at trial.
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394. The Iowa Plaintiff hereby sues Defendants for damages, including economic and non-economic damages (including, without limitation, damages for embarrassment, humiliation, inconvenience, mental anguish and emotional distress) in an amount to be proven at trial. Defendants engaged in fraud that was intentional, malicious, oppressive, willful wanton and/or gross and the statements were made recklessly without regard to their truth and without caring or knowing if they were true or not. Defendants' conduct thus warrants substantial exemplary and punitive damages in an amount to be determined at trial, which the Iowa Plaintiff hereby sues for.

**IOWA COUNT 2-
VIOLATIONS OF THE PRIVATE RIGHT OF ACTION
FOR CONSUMER FRAUDS ACT**
Iowa Code § 714h.1, *et seq.*
(On behalf of the Iowa Plaintiff)

395. The Iowa Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

396. The Iowa Plaintiff has complied with all applicable, pre-suit notice letter provisions, if any.

397. The Iowa Plaintiff and Defendants are “persons” within the meaning Iowa Code § 714H.2(7).

^{398.} The Iowa Plaintiff is a “consumer” within the meaning of Iowa Code § 14H.2(3).

399. The Iowa Deceptive Consumer Sales Act (“Iowa DCSA”) prohibits a person from engaging in a “practice or act the person knows or reasonably should know is an unfair practice, deception, fraud, false pretense, or false promise, or the misrepresentation, concealment, suppression, or omission of a material fact, with the intent that others rely upon the unfair practice, deception, fraud, false pretense, false promise, misrepresentation, concealment, suppression, or

1 omission in connection with the advertisement, sale, or lease of consumer merchandise.” Iowa
2 Code § 714H.3.

3 400. In the course of their business, through their agents, employees, and/or subsidiaries,
4 violated the Iowa DCSA.

5 401. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
6 misrepresented the environmental friendliness and emissions of the Fraudulent Vehicles through
7 the EcoDiesel badge—a material fact that was false because the Defendants developed and
8 installed emission cheating components in the Fraudulent Vehicles that caused them to pollute
9 excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and
10 uniform and pervasive consumer communications, the Fraudulent Vehicles’ fuel efficiency and
11 performance, and the Defendants concealed that the fuel efficiency and performance could be
12 achieved only through emission control devices in the Fraudulent Vehicles that caused them to
13 pollute excessively in real-world conditions; and (3) the Defendants developed and installed
14 emission cheating components that caused the Fraudulent Vehicles to pollute excessively in real-
15 world conditions, and fraudulently concealed that fact from regulators and the Iowa Plaintiff
16 alike. In so doing, and by marketing, offering for sale, and selling the defective Fraudulent
17 Vehicles, Defendants violated the Iowa DCSA

18 402. Defendants’ scheme and concealment of the true characteristics of the EcoDiesel®
19 emission control system were material to the Iowa Plaintiff, as Defendants intended. Had they
20 known the truth, the Iowa Plaintiff would not have acquired the Fraudulent Vehicle, or—if the
21 Fraudulent Vehicle’s true nature had been disclosed and mitigated—would have paid
22 significantly less for it. The Iowa Plaintiff suffered ascertainable loss and actual damages,
23 including economic and non-economic damages (including, without limitation, damages for
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1 embarrassment, humiliation, inconvenience, mental anguish and emotional distress) as a direct
2 and proximate result of Defendants' misrepresentations and its concealment of and failure to
3 disclose material information. The Iowa Plaintiff also suffered diminished value of the vehicle,
4 as well as lost or diminished use.

5 403. The Iowa Plaintiff had no way of discerning that Defendants' representations were
6 false and misleading, or otherwise learning the facts that Defendants had concealed or failed to
7 disclose, because Defendants' emission control software was extremely sophisticated technology.
8 The Iowa Plaintiff did not, and could not, unravel Defendants' deception on his own.

9 404. Defendants had an ongoing duty to the Iowa Plaintiff to refrain from unfair and
10 deceptive practices under the Iowa DCSA in the course of their business. Specifically, Defendants
11 owed the Iowa Plaintiff a duty to disclose all the material facts concerning the EcoDiesel®
12 emission control system because they possessed exclusive knowledge, they intentionally
13 concealed it from the Iowa Plaintiff, and/or they made misrepresentations that were rendered
14 misleading because they were contradicted by withheld facts.

15 405. Defendants' unfair or deceptive acts or practices were likely to and did in fact
16 deceive regulators and reasonable consumers, including the Iowa Plaintiff, about the true
17 environmental cleanliness and efficiency of the Fraudulent Vehicles, the quality of the Defendants'
18 brands, the devaluing of environmental cleanliness and integrity of Defendants, and the true value
19 of the Fraudulent Vehicles.

20 406. Defendants' violations present a continuing risk to the Iowa Plaintiff as well as to
21 the general public. Defendants' unlawful acts and practices complained of herein affect the public
22 interest.

407. Pursuant to Iowa Code § 714H.5, the Iowa Plaintiff hereby sues Defendants for actual damages, including economic and non-economic damages (including, without limitation, damages for embarrassment, humiliation, inconvenience, mental anguish and emotional distress) in an amount to be determined at trial. The Iowa Plaintiff also hereby sues Defendants for treble or punitive damages, attorneys' fees and costs, and any other just and proper relief available under the Iowa DCSA.

MISSOURI

408. Plaintiff Kenneth Keith (the “Missouri Plaintiff”) acquired a Fraudulent Vehicle while in the State of Missouri. As such, the Missouri Plaintiff brings the following causes of action against all defendants.

MISSOURI COUNT 1- FRAUD (On behalf of the Missouri Plaintiff)

409. The Missouri incorporate by reference each preceding paragraph as though fully set forth herein.

A. Affirmative Misrepresentation

410. The Missouri Plaintiff asserts this affirmative misrepresentation theory of fraud against the Fiat Chrysler Defendants and VM Motori Defendants.

411. Fiat Chrysler branded each Fraudulent Vehicle with the EcoDiesel badge. Through the badge, Fiat Chrysler communicated to the Missouri Plaintiff that the Fraudulent Vehicles were, among other things, environmentally friendly.

412. This was a material fact, as Fiat Chrysler's own research and communications demonstrate. Fiat Chrysler's representations were false because the Fraudulent Vehicles contain undisclosed emission cheating components that cause them to pollute excessively in real-world driving conditions.

1 413. Fiat Chrysler and VM Motori knew the representations were false and intended
2 the Missouri Plaintiff to rely on them.

3 414. The Missouri Plaintiff decided to acquire the Fraudulent Vehicle based in part on
4 the representations communicated through the EcoDiesel badge, and they relied on such
5 representations to his detriment.
6

7 **B. Fraudulent Concealment: Fuel Economy and Performance Representations**

8 415. The Missouri Plaintiff asserts this fraudulent concealment theory against all
9 Defendants.

10 416. Again, Fiat Chrysler branded each Fraudulent Vehicle with the EcoDiesel badge,
11 which communicated not only that the Fraudulent Vehicles were environmentally friendly, but
12 also that they were fuel efficient.
13

14 417. The fuel economy and performance representations were also the centerpiece of
15 Fiat Chrysler's marketing efforts and featured prominently in virtually every advertisement and
16 consumer communication. As detailed above, through dealership training materials leading to
17 representations at the point of sale, vehicle brochures, the manufacturer websites, print
18 advertisements, television advertisements, and other avenues, Fiat Chrysler pervasively and
19 consistently represented that the Fraudulent Vehicles had best in class fuel economy and touted
20 their specific MPG and range, as well as their supposedly superior torque and performance.
21

22 418. Defendants concealed and suppressed the fact that the Fraudulent Vehicles could
23 achieve their fuel efficiency and power only through undisclosed cheating components that cause
24 them to pollute excessively. This was a material fact about which the Defendants had knowledge,
25 and that they concealed from the Missouri Plaintiff to mislead the Missouri Plaintiff.
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27 419. The Missouri Plaintiff did not know this fact and could not have discovered it
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1 through reasonably diligent investigation.

2 420. Defendants had a duty to disclose that the emission treatment technology in the
3 Fraudulent Vehicles is de-activated or reduced under real-world driving conditions because (1) the
4 Defendants had exclusive knowledge of the material, suppressed facts; (2) the Defendants took
5 affirmative actions to conceal the material facts, including by not identifying them for the EPA
6 and CARB; and (3) Fiat Chrysler made partial representations about the environmental
7 friendliness, fuel economy, and performance of the Fraudulent Vehicles that were misleading
8 without disclosure of the fact that the Fraudulent Vehicles contained hidden emission cheating
9 components that caused the Fraudulent Vehicles to pollute excessively in real-world driving
10 conditions.

11 421. The Missouri Plaintiff decided to acquire the Fraudulent Vehicle based in part on
12 the representations communicated through the EcoDiesel badge and other consistent and pervasive
13 consumer communications concerning fuel economy and efficiency, and they relied on such
14 representations to his detriment.

15 **C. Fraudulent Concealment: Installing and Concealing the Defeat Devices**

16 422. The Missouri Plaintiff asserts this fraudulent concealment theory against all
17 Defendants.

18 423. Each Defendant committed fraud by installing and calibrating emission control
19 devices in the Fraudulent Vehicles, which were unlawfully concealed from regulators and
20 consumers alike. In uniform advertising and materials provided with each Fraudulent Vehicle, the
21 Fiat Chrysler Defendants concealed from the Missouri Plaintiff that the emission treatment
22 technology de-activated under real-world driving conditions.

23 424. The Fiat Chrysler Defendants intentionally concealed, suppressed, and failed to

1 disclose the facts that the Fraudulent Vehicles had defective emission controls and/or emitted
2 unlawfully high levels of pollutants such as NOx. These Defendants, along with VM Motori and
3 the Bosch Defendants, knew or should have known the true facts, due to their involvement in the
4 design, installment, and calibration of the emission treatment technology in the Fraudulent
5 Vehicles. And yet, at no time did any of these Defendants reveal the truth to the Missouri Plaintiff.
6 To the contrary, each Defendant concealed the truth, intending for the Missouri Plaintiff to rely—
7 which the Missouri Plaintiff did.

8 425. A reasonable consumer would not have expected that the emission treatment
9 technology in the Fraudulent Vehicles de-activated under real-world driving conditions or that the
10 Fraudulent Vehicles would spew unmitigated NOx during city or highway driving. The Missouri
11 Plaintiff did not know of the facts which were concealed from the Missouri Plaintiff by Defendants.
12 Moreover, as a consumer, the Missouri Plaintiff did not, and could not, unravel the deception on
13 his own.

14 426. Defendants had a duty to disclose that the emission treatment technology is de-
15 activated under real-world driving conditions and that the Fraudulent Vehicles spewed unmitigated
16 NOx during real-world conditions. Defendants had such a duty because the true facts were known
17 and/or accessible only to them and because they knew these facts were not known to or reasonably
18 discoverable by Plaintiffs.

19 427. Fiat Chrysler and VM Motori also had a duty to disclose the true nature of the
20 emission controls in light of their statements about the qualities of the EcoDiesel® engines and the
21 Fraudulent Vehicles' emissions levels, which were misleading, deceptive, and incomplete without
22 the disclosure of the fact that the emission treatment technology is de-activated under real-world
23 driving conditions and that the Fraudulent Vehicles spewed unmitigated NOx during real-world
24 driving conditions and that the Fraudulent Vehicles spewed unmitigated NOx during real-world
25 driving conditions and that the Fraudulent Vehicles spewed unmitigated NOx during real-world
26 driving conditions and that the Fraudulent Vehicles spewed unmitigated NOx during real-world
27 driving conditions and that the Fraudulent Vehicles spewed unmitigated NOx during real-world
28 driving conditions and that the Fraudulent Vehicles spewed unmitigated NOx during real-world

1 conditions. Fiat Chrysler held out the Fraudulent Vehicles as reduced emission diesel vehicles,
 2 when in fact, they were unlawfully high emission vehicles. Having volunteered to provide
 3 information to the Missouri Plaintiff, Fiat Chrysler and VM Motori had the duty to disclose the
 4 whole truth. On information and belief, Fiat Chrysler has still not made full and adequate
 5 disclosures and continues to defraud the Missouri Plaintiff by concealing material information
 6 regarding the emissions qualities of the Fraudulent Vehicle.
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8 428. But for Defendants' fraud, the Missouri Plaintiff would not have acquired the
 9 Fraudulent Vehicle, or would have paid less for it. The Missouri Plaintiff has sustained damage
 10 because he acquired a vehicle that was not as represented and because he owns a Fraudulent
 11 Vehicles that should never have been placed in the stream of commerce and is diminished in value
 12 as a result of Defendants' fraud. Accordingly, Defendants are liable to the Missouri Plaintiff for
 13 damages in an amount to be proven at trial.
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15 429. Defendants are liable to the Missouri Plaintiff for damages, including economic
 16 and non-economic damages (including, without limitation, damages for embarrassment,
 17 humiliation, inconvenience, mental anguish and emotional distress) in an amount to be proven at
 18 trial, for which the Missouri Plaintiff hereby sues. Defendants' conduct was outrageous because
 19 of Defendants' evil motive or reckless indifference to the rights of others. Defendants' conduct
 20 thus warrants the award of substantial punitive and exemplary damages in an amount to be
 21 determined at trial, for which the Missouri Plaintiff hereby sues.
 22

23

MISSOURI COUNT 2-
VIOLATIONS OF MISSOURI MERCHANDISING PRACTICES ACT
(Mo. Rev. Stat. § 407.010, *et seq.*)
(On behalf of the Missouri Plaintiff)

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25 430. The Missouri Plaintiff incorporates by reference each preceding paragraph as
 26 though fully set forth herein.
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1 431. The Missouri Plaintiff has complied with all applicable, pre-suit notice letter
2 provisions, if any.

3 432. Defendants and the Missouri Plaintiff are “persons” within the meaning of MO.
4 REV. STAT. § 407.010(5).

5 433. Defendants engaged in “trade” or “commerce” in the State of Missouri within the
6 meaning of Mo. Rev. Stat. § 407.010(7).

7 434. The Missouri Merchandising Practices Act (“Missouri MPA”) makes unlawful the
8 “act, use or employment by any person of any deception, fraud, false pretense, misrepresentation,
9 unfair practice, or the concealment, suppression, or omission of any material fact in connection
10 with the sale or advertisement of any merchandise.” Mo. Rev. Stat. § 407.020.

11 435. In the course of their business, through their agents, employees, and/or subsidiaries,
12 violated the Missouri MPA.

13 436. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
14 misrepresented the environmental friendliness and emissions of the Fraudulent Vehicles through
15 the EcoDiesel badge - a material fact that was false because the Defendants developed and
16 installed emission cheating components in the Fraudulent Vehicles that caused them to pollute
17 excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and
18 uniform and pervasive consumer communications, the Fraudulent Vehicles’ fuel efficiency and
19 performance, and the Defendants concealed that the fuel efficiency and performance could be
20 achieved only through emission control devices in the Fraudulent Vehicles that caused them to
21 pollute excessively in real-world conditions; and (3) the Defendants developed and installed
22 emission cheating components that caused the Fraudulent Vehicles to pollute excessively in real-
23 world conditions, and fraudulently concealed that fact from regulators and the Missouri Plaintiff
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1 alike. In so doing, and by marketing, offering for sale, and selling the defective Fraudulent
2 Vehicles, Defendants violated the Missouri MPA

3 437. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
4 emission control system were material to the Missouri Plaintiff, as Defendants intended. Had
5 they known the truth, the Missouri Plaintiff would not have acquired the Fraudulent Vehicle,
6 or—if the Fraudulent Vehicle's true nature had been disclosed and mitigated—would have paid
7 significantly less for them. The Missouri Plaintiff suffered ascertainable loss and actual damages,
8 including economic and non-economic damages (including, without limitation, damages for
9 embarrassment, humiliation, inconvenience, mental anguish and emotional distress) as a direct
10 and proximate result of Defendants' misrepresentations and its concealment of and failure to
11 disclose material information. The Missouri Plaintiff also suffered diminished value of the
12 vehicle, as well as lost or diminished use.

15 438. The Missouri Plaintiff had no way of discerning that Defendants' representations
16 were false and misleading, or otherwise learning the facts that Defendants had concealed or failed
17 to disclose, because Defendants' emission control software was extremely sophisticated
18 technology. The Missouri Plaintiff did not, and could not, unravel Defendants' deception on his
19 own.

21 439. Defendants had an ongoing duty to the Missouri Plaintiff to refrain from unfair and
22 deceptive practices under the Missouri MPA in the course of their business. Specifically,
23 Defendants owed the Missouri Plaintiff a duty to disclose all the material facts concerning the
24 EcoDiesel® emission control system because they possessed exclusive knowledge, they
25 intentionally concealed it from the Missouri Plaintiff, and/or they made misrepresentations that
26 were rendered misleading because they were contradicted by withheld facts.
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440. Defendants' unfair or deceptive acts or practices were likely to and did in fact deceive regulators and reasonable consumers, including the Missouri Plaintiff, about the true environmental cleanliness and efficiency of the Fraudulent Vehicles, the quality of the Defendants' brands, the devaluing of environmental cleanliness and integrity of Defendants, and the true value of the Fraudulent Vehicles.

441. Defendants' violations present a continuing risk to the Missouri Plaintiff as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

442. Defendants are liable, and the Missouri Plaintiff hereby sues, for actual damages, including economic and non-economic damages (including, without limitation, damages for embarrassment, humiliation, inconvenience, mental anguish and emotional distress) in amounts to be proven at trial plus attorneys' fees and costs per Mo. Rev. Stat. § 407.025(1) plus punitive damages plus any other just and proper relief under Mo. Rev. Stat. § 407.025.

OHIO

443. Plaintiffs Marcia Pascuito and Paul Lockard (collectively, the “Ohio Plaintiffs”) acquired their Fraudulent Vehicles while in the State of Ohio. As such, they bring the following causes of action against all defendants.

OHIO COUNT 1- FRAUD (On behalf of the Ohio Plaintiffs)

444. The Ohio Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

A. Affirmative Misrepresentation

445. The Ohio Plaintiffs assert this affirmative misrepresentation theory of fraud on behalf of themselves against the Fiat Chrysler Defendants and VM Motori Defendants.

1 446. Fiat Chrysler branded each Fraudulent Vehicle with the EcoDiesel badge.
2 Through the badge, Fiat Chrysler communicated to each of the Ohio Plaintiffs that the Fraudulent
3 Vehicles were, among other things, environmentally friendly.

4 447. This was a material fact, as Fiat Chrysler's own research and communications
5 demonstrate. Fiat Chrysler's representations were false because the Fraudulent Vehicles contain
6 undisclosed emission cheating components that cause them to pollute excessively in real-world
7 driving conditions.

8 448. Fiat Chrysler and VM Motori knew the representations were false and intended
9 the Ohio Plaintiffs to rely on them.

10 449. The Ohio Plaintiffs decided to acquire their Fraudulent Vehicles based in part on
11 the representations communicated through the EcoDiesel badge, and they relied on such
12 representations to their detriment.

13 **B. Fraudulent Concealment: Fuel Economy and Performance Representations**

14 450. The Ohio Plaintiffs assert this fraudulent concealment theory against all
15 Defendants.

16 451. Again, Fiat Chrysler branded each Fraudulent Vehicle with the EcoDiesel badge,
17 which communicated not only that the Fraudulent Vehicles were environmentally friendly, but
18 also that they were fuel efficient.

19 452. The fuel economy and performance representations were also the centerpiece of
20 Fiat Chrysler's marketing efforts and featured prominently in virtually every advertisement and
21 consumer communication. As detailed above, through dealership training materials leading to
22 representations at the point of sale, vehicle brochures, the manufacturer websites, print
23 advertisements, television advertisements, and other avenues, Fiat Chrysler pervasively and
24

1 consistently represented that the Fraudulent Vehicles had best in class fuel economy and touted
2 their specific MPG and range, as well as their supposedly superior torque and performance.

3 453. Defendants concealed and suppressed the fact that the Fraudulent Vehicles could
4 achieve their fuel efficiency and power only through undisclosed cheating components that cause
5 them to pollute excessively. This was a material fact about which the Defendants had knowledge,
6 and that they concealed from the Ohio Plaintiffs to mislead them.
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8 454. The Ohio Plaintiffs did not know this fact and could not have discovered it through
9 reasonably diligent investigation.
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11 455. Defendants had a duty to disclose that the emission treatment technology in the
12 Fraudulent Vehicles is de-activated or reduced under real-world driving conditions because (1) the
13 Defendants had exclusive knowledge of the material, suppressed facts; (2) the Defendants took
14 affirmative actions to conceal the material facts, including by not identifying them for the EPA
15 and CARB; and (3) Fiat Chrysler made partial representations about the environmental
16 friendliness, fuel economy, and performance of the Fraudulent Vehicles that were misleading
17 without disclosure of the fact that the Fraudulent Vehicles contained hidden emission cheating
18 components that caused the Fraudulent Vehicles to pollute excessively in real-world driving
19 conditions.
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21 456. The Ohio Plaintiffs decided to acquire their Fraudulent Vehicles based in part on
22 the representations communicated through the EcoDiesel badge and other consistent and pervasive
23 consumer communications concerning fuel economy and efficiency, and they relied on such
24 representations to their detriment.
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26 **C. Fraudulent Concealment: Installing and Concealing the Defeat Devices**
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28 457. The Ohio Plaintiffs assert this fraudulent concealment theory against all

1 Defendants.

2 458. Each Defendant committed fraud by installing and calibrating emission control
3 devices in the Fraudulent Vehicles, which were unlawfully concealed from regulators and
4 consumers alike. In uniform advertising and materials provided with each Fraudulent Vehicle, the
5 Fiat Chrysler Defendants concealed from the Ohio Plaintiffs that the emission treatment
6 technology de-activated under real-world driving conditions.
7

8 459. The Fiat Chrysler Defendants intentionally concealed, suppressed, and failed to
9 disclose the facts that the Fraudulent Vehicles had defective emission controls and/or emitted
10 unlawfully high levels of pollutants such as NOx. These Defendants, along with VM Motori and
11 the Bosch Defendants, knew or should have known the true facts, due to their involvement in the
12 design, installment, and calibration of the emission treatment technology in the Fraudulent
13 Vehicles. And yet, at no time did any of these Defendants reveal the truth to the Ohio Plaintiffs.
14 To the contrary, each Defendant concealed the truth, intending for the Ohio Plaintiffs to rely -
15 which they did.
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17 460. A reasonable consumer would not have expected that the emission treatment
18 technology in the Fraudulent Vehicles de-activated under real-world driving conditions or that the
19 Fraudulent Vehicles would spew unmitigated NOx during city or highway driving. The Ohio
20 Plaintiffs did not know of the facts which were concealed from them by Defendants. Moreover,
21 as consumers, the Ohio Plaintiffs did not, and could not, unravel the deception on their own.
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23 461. Defendants had a duty to disclose that the emission treatment technology is de-
24 activated under real-world driving conditions and that the Fraudulent Vehicles spewed unmitigated
25 NOx during real-world conditions. Defendants had such a duty because the true facts were known
26 and/or accessible only to them and because they knew these facts were not known to or reasonably
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1 discoverable by Plaintiffs.

2 462. Fiat Chrysler and VM Motori also had a duty to disclose the true nature of the
3 emission controls in light of their statements about the qualities of the EcoDiesel® engines and the
4 Fraudulent Vehicles' emissions levels, which were misleading, deceptive, and incomplete without
5 the disclosure of the fact that the emission treatment technology is de-activated under real-world
6 driving conditions and that the Fraudulent Vehicles spewed unmitigated NOx during real-world
7 conditions. Fiat Chrysler held out the Fraudulent Vehicles as reduced emission diesel vehicles,
8 when in fact, they were unlawfully high emission vehicles. Having volunteered to provide
9 information to the Ohio Plaintiffs, Fiat Chrysler and VM Motori had the duty to disclose the whole
10 truth. On information and belief, Fiat Chrysler has still not made full and adequate disclosures
11 and continues to defraud the Ohio Plaintiffs by concealing material information regarding the
12 emissions qualities of the Fraudulent Vehicles.
13

14 463. But for Defendants' fraud, the Ohio Plaintiffs would not have purchased the
15 Fraudulent Vehicles, or would have paid less for them. The Ohio Plaintiffs have sustained damage
16 because they acquired vehicles that were not as represented and because they own Fraudulent
17 Vehicles that should never have been placed in the stream of commerce and are diminished in
18 value as a result of Defendants' fraud. Accordingly, Defendants are liable to the Ohio Plaintiffs
19 for damages in an amount to be proven at trial.
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21 464. Defendants are liable to the Ohio Plaintiffs for damages, including economic and
22 non-economic damages (including, without limitation, damages for embarrassment, humiliation,
23 inconvenience, mental anguish and emotional distress) in an amount to be proven at trial, for which
24 the Ohio Plaintiffs sue Defendants. Defendants acted with willfulness, fraud, malice, and
25 wantonness. Further, Defendants have acted with express and actual malice, legal and implied.
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Defendants' conduct thus warrants the award of substantial punitive damages in an amount to be determined at trial, for which the Ohio Plaintiffs sue Defendants.

OHIO COUNT 2-
VIOLATIONS OF THE OHIO CONSUMER SALES PRACTICES ACT
(Ohio Rev. Code §§ 1345.01, *et seq.*)
(On behalf of the Ohio Plaintiffs)

465. The Ohio Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

466. The Ohio Plaintiffs have complied with all applicable, pre-suit notice letter provisions, if any.

467. Defendants and the Ohio Plaintiffs are “persons” within the meaning of Ohio Rev. Code § 1345.01(B).

468. Defendants are a “supplier” as defined by Ohio Rev. Code § 1345.01(C).

469. The Ohio Plaintiffs are “consumers” as that term is defined in Ohio Rev. Code § 1345.01(D), and their purchase and leases of the Fraudulent Vehicles installed in them are “consumer transactions” within the meaning of Ohio Rev. Code § 1345.01(A).

470. Ohio Rev. Code § 1345.02, prohibits unfair or deceptive acts or practices in connection with a consumer transaction. Ohio Consumer Sales Practices Act prohibits a supplier from (i) representing that goods have characteristics, uses or benefits which the goods do not have; (ii) representing that their goods are of a particular quality or grade that the product is not; and (iii) representing that the subject of a consumer transaction has been supplied in accordance with a previous representation, if it has not. Defendants knowingly violated the Ohio CSPA.

471. In the course of their business, through their agents, employees, and/or subsidiaries, Defendants violated the Ohio CSPA.

472. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively

1 misrepresented the environmental friendliness and emissions of the Fraudulent Vehicles through
2 the Ecodiesel badge—a material fact that was false because the Defendants developed and
3 installed emission cheating components in the Fraudulent Vehicles that caused them to pollute
4 excessively in real-world conditions; (2) Fiat Chrysler touted, through the Ecodiesel badge and
5 uniform and pervasive consumer communications, the Fraudulent Vehicles' fuel efficiency and
6 performance, and the Defendants concealed that the fuel efficiency and performance could be
7 achieved only through emission control devices in the Fraudulent Vehicles that caused them to
8 pollute excessively in real-world conditions; and (3) the Defendants developed and installed
9 emission cheating components that caused the Fraudulent Vehicles to pollute excessively in real-
10 world conditions, and fraudulently concealed that fact from regulators and the Ohio Plaintiffs
11 alike. In so doing, and by marketing, offering for sale, and selling the defective Fraudulent
12 Vehicles, Defendants violated the Ohio CSPA

15 473. Defendants' scheme and concealment of the true characteristics of the Ecodiesel®
16 emission control system were material to the Ohio Plaintiffs, as Defendants intended. Had they
17 known the truth, the Ohio Plaintiffs would not have acquired the Fraudulent Vehicles, or—if the
18 Fraudulent Vehicles' true nature had been disclosed and mitigated—would have paid
19 significantly less for them. The Ohio Plaintiffs suffered ascertainable loss and actual damages,
20 including economic and non-economic damages (including, without limitation, damages for
21 embarrassment, humiliation, inconvenience, mental anguish and emotional distress) as a direct
22 and proximate result of Defendants' misrepresentations and its concealment of and failure to
23 disclose material information. The Ohio Plaintiffs also suffered diminished value of their
24 vehicles, as well as lost or diminished use.

1 474. The Ohio Plaintiffs had no way of discerning that Defendants' representations were
2 false and misleading, or otherwise learning the facts that Defendants had concealed or failed to
3 disclose, because Defendants' emission control software was extremely sophisticated technology.
4 The Ohio Plaintiffs did not, and could not, unravel Defendants' deception on their own.

5 475. Defendants had an ongoing duty to the Ohio Plaintiffs to refrain from unfair and
6 deceptive practices under the Ohio CSPA in the course of their business. Specifically, Defendants
7 owed the Ohio Plaintiffs a duty to disclose all the material facts concerning the Ecodiesel®
8 emission control system because they possessed exclusive knowledge, they intentionally
9 concealed it from the Ohio Plaintiffs, and/or they made misrepresentations that were rendered
10 misleading because they were contradicted by withheld facts.

11 476. Defendants' unfair or deceptive acts or practices were likely to and did in fact
12 deceive regulators and reasonable consumers, including the Ohio Plaintiffs, about the true
13 environmental cleanliness and efficiency of the Fraudulent Vehicles, the quality of the Defendants'
14 brands, the devaluing of environmental cleanliness and integrity of Defendants, and the true value
15 of the Fraudulent Vehicles.

16 477. Defendants' violations present a continuing risk to the Ohio Plaintiffs as well as to
17 the general public. Defendants' unlawful acts and practices complained of herein affect the public
18 interest.

19 478. Pursuant to Ohio Rev. Code § 1345.09, the Ohio Plaintiffs hereby sue Defendants
20 for actual damages, including economic and non-economic damages (including, without
21 limitation, damages for embarrassment, humiliation, inconvenience, mental anguish and emotional
22 distress) plus treble damages plus attorneys' fees and costs per Ohio Rev. Code § 1345.09 plus
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non-economic damages plus any other just and proper relief, to the extent available under the Ohio CSPA.

OREGON

479. Plaintiffs Diana Everly and Brandon Smith (collectively, the “Oregon Plaintiffs”) acquired their Fraudulent Vehicles while in the State of Oregon. As such, they bring the following causes of action against all defendants.

OREGON COUNT 1- FRAUD (On behalf of the Oregon Plaintiffs)

480. The Oregon Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

A. Affirmative Misrepresentation

481. The Oregon Plaintiffs assert this affirmative misrepresentation theory of fraud on behalf of themselves against the Fiat Chrysler Defendants and VM Motori Defendants.

482. Fiat Chrysler branded each Fraudulent Vehicle with the EcoDiesel badge. Through the badge, Fiat Chrysler communicated to each of the Oregon Plaintiffs that the Fraudulent Vehicles were, among other things, environmentally friendly.

483. This was a material fact, as Fiat Chrysler's own research and communications demonstrate. Fiat Chrysler's representations were false because the Fraudulent Vehicles contain undisclosed emission cheating components that cause them to pollute excessively in real-world driving conditions.

484. Fiat Chrysler and VM Motori knew the representations were false and intended the Oregon Plaintiffs to rely on them.

485. The Oregon Plaintiffs decided to acquire their Fraudulent Vehicles based in part on the representations communicated through the EcoDiesel badge, and they relied on such

1 representations to their detriment.

2 **B. Fraudulent Concealment: Fuel Economy and Performance Representations**

3 486. The Oregon Plaintiffs assert this fraudulent concealment theory against all
4 Defendants.

5 487. Again, Fiat Chrysler branded each Fraudulent Vehicle with the EcoDiesel badge,
6 which communicated not only that the Fraudulent Vehicles were environmentally friendly, but
7 also that they were fuel efficient.

8 488. The fuel economy and performance representations were also the centerpiece of
9 Fiat Chrysler's marketing efforts and featured prominently in virtually every advertisement and
10 consumer communication. As detailed above, through dealership training materials leading to
11 representations at the point of sale, vehicle brochures, the manufacturer websites, print
12 advertisements, television advertisements, and other avenues, Fiat Chrysler pervasively and
13 consistently represented that the Fraudulent Vehicles had best in class fuel economy and touted
14 their specific MPG and range, as well as their supposedly superior torque and performance.
15

16 489. Defendants concealed and suppressed the fact that the Fraudulent Vehicles could
17 achieve their fuel efficiency and power only through undisclosed cheating components that cause
18 them to pollute excessively. This was a material fact about which the Defendants had knowledge,
19 and that they concealed from the Oregon Plaintiffs to mislead them.

20 490. The Oregon Plaintiffs did not know this fact and could not have discovered it
21 through reasonably diligent investigation.

22 491. Defendants had a duty to disclose that the emission treatment technology in the
23 Fraudulent Vehicles is de-activated or reduced under real-world driving conditions because (1) the
24 Defendants had exclusive knowledge of the material, suppressed facts; (2) the Defendants took
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1 affirmative actions to conceal the material facts, including by not identifying them for the EPA
2 and CARB; and (3) Fiat Chrysler made partial representations about the environmental
3 friendliness, fuel economy, and performance of the Fraudulent Vehicles that were misleading
4 without disclosure of the fact that the Fraudulent Vehicles contained hidden emission cheating
5 components that caused the Fraudulent Vehicles to pollute excessively in real-world driving
6 conditions.

7 492. The Oregon Plaintiffs decided to acquire their Fraudulent Vehicles based in part
8 on the representations communicated through the EcoDiesel badge and other consistent and
9 pervasive consumer communications concerning fuel economy and efficiency, and they relied on
10 such representations to their detriment.

11 **C. Fraudulent Concealment: Installing and Concealing the Defeat Devices**

12 493. The Oregon Plaintiffs assert this fraudulent concealment theory against all
13 Defendants.

14 494. Each Defendant committed fraud by installing and calibrating emission control
15 devices in the Fraudulent Vehicles, which were unlawfully concealed from regulators and
16 consumers alike. In uniform advertising and materials provided with each Fraudulent Vehicle, the
17 Fiat Chrysler Defendants concealed from the Oregon Plaintiffs that the emission treatment
18 technology de-activated under real-world driving conditions.

19 495. The Fiat Chrysler Defendants intentionally concealed, suppressed, and failed to
20 disclose the facts that the Fraudulent Vehicles had defective emission controls and/or emitted
21 unlawfully high levels of pollutants such as NOx. These Defendants, along with VM Motori and
22 the Bosch Defendants, knew or should have known the true facts, due to their involvement in the
23 design, installment, and calibration of the emission treatment technology in the Fraudulent
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1 Vehicles. And yet, at no time did any of these Defendants reveal the truth to the Oregon Plaintiffs.
2 To the contrary, each Defendant concealed the truth, intending for the Oregon Plaintiffs to rely—
3 which they did.

4 496. A reasonable consumer would not have expected that the emission treatment
5 technology in the Fraudulent Vehicles de-activated under real-world driving conditions or that the
6 Fraudulent Vehicles would spew unmitigated NOx during city or highway driving. The Oregon
7 Plaintiffs did not know of the facts which were concealed from them by Defendants. Moreover,
8 as consumers, the Oregon Plaintiffs did not, and could not, unravel the deception on their own.

9 497. Defendants had a duty to disclose that the emission treatment technology is de-
10 activated under real-world driving conditions and that the Fraudulent Vehicles spewed unmitigated
11 NOx during real-world conditions. Defendants had such a duty because the true facts were known
12 and/or accessible only to them and because they knew these facts were not known to or reasonably
13 discoverable by Plaintiffs.

14 498. Fiat Chrysler and VM Motori also had a duty to disclose the true nature of the
15 emission controls in light of their statements about the qualities of the EcoDiesel® engines and the
16 Fraudulent Vehicles' emissions levels, which were misleading, deceptive, and incomplete without
17 the disclosure of the fact that the emission treatment technology is de-activated under real-world
18 driving conditions and that the Fraudulent Vehicles spewed unmitigated NOx during real-world
19 conditions. Fiat Chrysler held out the Fraudulent Vehicles as reduced emission diesel vehicles,
20 when in fact, they were unlawfully high emission vehicles. Having volunteered to provide
21 information to the Oregon Plaintiffs, Fiat Chrysler and VM Motori had the duty to disclose the
22 whole truth. On information and belief, Fiat Chrysler has still not made full and adequate
23 disclosures and continues to defraud the Oregon Plaintiffs by concealing material information
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regarding the emissions qualities of the Fraudulent Vehicles.

499. But for Defendants' fraud, the Oregon Plaintiffs would not have purchased the Fraudulent Vehicles, or would have paid less for them. The Oregon Plaintiffs have sustained damage because they acquired vehicles that were not as represented and because they own Fraudulent Vehicles that should never have been placed in the stream of commerce and are diminished in value as a result of Defendants' fraud. Accordingly, Defendants are liable to the Oregon Plaintiffs for damages in an amount to be proven at trial.

500. Defendants are liable to the Oregon Plaintiffs for damages, including economic and non-economic damages (including, without limitation, damages for embarrassment, humiliation, inconvenience, mental anguish and emotional distress) in an amount to be proven at trial, for which the Oregon Plaintiffs sue Defendants. Defendants' conduct has shown a reckless and outrageous indifference to a highly unreasonable risk of harm and has acted with a conscious indifference to the health, safety, and welfare of others. Further, Defendants have acted with malice. Defendants' conduct thus warrants the award of substantial punitive damages in an amount to be determined at trial, for which the Oregon Plaintiffs sue Defendants.

OREGON COUNT 2-
VIOLATIONS OF THE OREGON UNLAWFUL TRADE PRACTICES ACT
(Or. Rev. Stat. §§ 646.605, *et seq.*)
(On behalf of the Oregon Plaintiffs)

501. The Oregon Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

502. The Oregon Plaintiffs have complied with all applicable, pre-suit notice letter provisions, if any.

503. Defendants and the Oregon Plaintiffs are “persons” within the meaning of Or. Rev. Stat. § 646.605(4).

1 504. Defendants engaged in “trade” or “commerce” within the meaning of Or. Rev. Stat.
2 § 646.605(8).

3 505. The Oregon Unfair Trade Practices Act (“Oregon UTPA”) prohibits “unfair or
4 deceptive acts conduct in trade or commerce” Or. Rev. Stat. § 646.608(1). Defendants violated
5 the Oregon UTPA because, among other reasons, they (1) “[r]epresented that . . . goods . . . have
6 sponsorship, approval, characteristics, ingredients, uses, benefits, quantities or qualities that the . .
7 . . . goods or . . . do not have;” (2) “[r]epresented that . . . goods . . . are of a particular standard,
8 quality, or grade, [when] the . . . goods . . . were of another;” (3) “advertise[d] . . . goods . . . with
9 intent not to provide . . . goods . . . as advertised;” (4) “[c]oncurrent with tender or delivery of. . . .,
10 goods . . . fail[ed] to disclose any known material defect or material nonconformity;” (5) [e]ngaged
11 in . . . unfair or deceptive conduct in trade or commerce. Or. Rev. Stat. § 646.608(1)(e), (g), (i),
12 (t), (u).

15 506. In the course of their business, through their agents, employees, and/or subsidiaries,
16 violated the Oregon UTPA.

17 507. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
18 misrepresented the environmental friendliness and emissions of the Fraudulent Vehicles through
19 the EcoDiesel badge—a material fact that was false because the Defendants developed and
20 installed emission cheating components in the Fraudulent Vehicles that caused them to pollute
21 excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and
22 uniform and pervasive consumer communications, the Fraudulent Vehicles’ fuel efficiency and
23 performance, and the Defendants concealed that the fuel efficiency and performance could be
24 achieved only through emission control devices in the Fraudulent Vehicles that caused them to
25 pollute excessively in real-world conditions; and (3) the Defendants developed and installed
26 emission control devices in the Fraudulent Vehicles that caused them to pollute excessively in
27 real-world conditions; and (3) the Defendants developed and installed
28

1 emission cheating components that caused the Fraudulent Vehicles to pollute excessively in real-
2 world conditions, and fraudulently concealed that fact from regulators and the Oregon Plaintiffs
3 alike. In so doing, and by marketing, offering for sale, and selling the defective Fraudulent
4 Vehicles, Defendants violated the Oregon UTPA

5 508. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
6 emission control system were material to the Oregon Plaintiffs, as Defendants intended. Had
7 they known the truth, the Oregon Plaintiffs would not have acquired the Fraudulent Vehicles,
8 or—if the Fraudulent Vehicles' true nature had been disclosed and mitigated—would have paid
9 significantly less for them. The Oregon Plaintiffs suffered ascertainable loss and actual damages,
10 including economic and non-economic damages (including, without limitation, damages for
11 embarrassment, humiliation, inconvenience, mental anguish and emotional distress) as a direct
12 and proximate result of Defendants' misrepresentations and its concealment of and failure to
13 disclose material information. The Oregon Plaintiffs also suffered diminished value of their
14 vehicles, as well as lost or diminished use.

15 509. The Oregon Plaintiffs had no way of discerning that Defendants' representations
16 were false and misleading, or otherwise learning the facts that Defendants had concealed or failed
17 to disclose, because Defendants' emission control software was extremely sophisticated
18 technology. The Oregon Plaintiffs did not, and could not, unravel Defendants' deception on their
19 own.

20 510. Defendants had an ongoing duty to the Oregon Plaintiffs to refrain from unfair and
21 deceptive practices under the Oregon UTPA in the course of their business. Specifically,
22 Defendants owed the Oregon Plaintiffs a duty to disclose all the material facts concerning the
23 EcoDiesel® emission control system because they possessed exclusive knowledge, they
24

1 intentionally concealed it from the Oregon Plaintiffs, and/or they made misrepresentations that
2 were rendered misleading because they were contradicted by withheld facts.

3 511. Defendants' unfair or deceptive acts or practices were likely to and did in fact
4 deceive regulators and reasonable consumers, including the Oregon Plaintiffs, about the true
5 environmental cleanliness and efficiency of the Fraudulent Vehicles, the quality of the Defendants'
6 brands, the devaluing of environmental cleanliness and integrity of Defendants, and the true value
7 of the Fraudulent Vehicles.

9 512. Defendants' violations present a continuing risk to the Oregon Plaintiffs as well as
10 to the general public. Defendants' unlawful acts and practices complained of herein affect the
11 public interest.

13 513. Pursuant to Or. Rev. Stat. § 646.638, the Oregon Plaintiffs hereby sue Defendants
14 for actual damages, including economic and non-economic damages (including, without
15 limitation, damages for embarrassment, humiliation, inconvenience, mental anguish and emotional
16 distress) plus punitive damages plus attorneys' fees and costs per Or. Rev. Stat. § 646.638(3) plus
17 any other just and proper relief available under the Oregon UTPA.

19 **UTAH**

20 514. Plaintiffs Duane Austin, Karen Austin, Kirt Mauchley, and Alfred Kingham
21 (collectively, the "Utah Plaintiffs") acquired their Fraudulent Vehicles while in the State of Utah.
22 As such, they bring the following causes of action against all defendants.

24 **UTAH COUNT 1- FRAUD**
(On behalf of the Utah Plaintiffs)

25 515. The Utah Plaintiffs incorporate by reference each preceding paragraph as though
26 fully set forth herein.

1 **A. Affirmative Misrepresentation**

2 516. The Utah Plaintiffs assert this affirmative misrepresentation theory of fraud on
 3 behalf of themselves against the Fiat Chrysler Defendants and VM Motori Defendants.

4 517. Fiat Chrysler branded each Fraudulent Vehicle with the EcoDiesel badge.
 5 Through the badge, Fiat Chrysler communicated to each of the Utah Plaintiffs that the Fraudulent
 6 Vehicles were, among other things, environmentally friendly.

7 518. This was a material fact, as Fiat Chrysler's own research and communications
 8 demonstrate. Fiat Chrysler's representations were false because the Fraudulent Vehicles contain
 9 undisclosed emission cheating components that cause them to pollute excessively in real-world
 10 driving conditions.

11 519. Fiat Chrysler and VM Motori knew the representations were false and intended
 12 the Utah Plaintiffs to rely on them.

13 520. The Utah Plaintiffs decided to acquire their Fraudulent Vehicles based in part on
 14 the representations communicated through the EcoDiesel badge, and they relied on such
 15 representations to their detriment.

16 **B. Fraudulent Concealment: Fuel Economy and Performance Representations**

17 521. The Utah Plaintiffs assert this fraudulent concealment theory against all
 18 Defendants.

19 522. Again, Fiat Chrysler branded each Fraudulent Vehicle with the EcoDiesel badge,
 20 which communicated not only that the Fraudulent Vehicles were environmentally friendly, but
 21 also that they were fuel efficient.

22 523. The fuel economy and performance representations were also the centerpiece of
 23 Fiat Chrysler's marketing efforts and featured prominently in virtually every advertisement and
 24

1 consumer communication. As detailed above, through dealership training materials leading to
2 representations at the point of sale, vehicle brochures, the manufacturer websites, print
3 advertisements, television advertisements, and other avenues, Fiat Chrysler pervasively and
4 consistently represented that the Fraudulent Vehicles had best in class fuel economy and touted
5 their specific MPG and range, as well as their supposedly superior torque and performance.
6

7 524. Defendants concealed and suppressed the fact that the Fraudulent Vehicles could
8 achieve their fuel efficiency and power only through undisclosed cheating components that cause
9 them to pollute excessively. This was a material fact about which the Defendants had knowledge,
10 and that they concealed from the Utah Plaintiffs to mislead them.

11 525. The Utah Plaintiffs did not know this fact and could not have discovered it through
12 reasonably diligent investigation.

14 526. Defendants had a duty to disclose that the emission treatment technology in the
15 Fraudulent Vehicles is de-activated or reduced under real-world driving conditions because (1) the
16 Defendants had exclusive knowledge of the material, suppressed facts; (2) the Defendants took
17 affirmative actions to conceal the material facts, including by not identifying them for the EPA
18 and CARB; and (3) Fiat Chrysler made partial representations about the environmental
19 friendliness, fuel economy, and performance of the Fraudulent Vehicles that were misleading
20 without disclosure of the fact that the Fraudulent Vehicles contained hidden emission cheating
21 components that caused the Fraudulent Vehicles to pollute excessively in real-world driving
22 conditions.

25 527. The Utah Plaintiffs decided to acquire their Fraudulent Vehicles based in part on
26 the representations communicated through the EcoDiesel badge and other consistent and pervasive
27 consumer communications concerning fuel economy and efficiency, and they relied on such
28

1 representations to their detriment.

2 **C. Fraudulent Concealment: Installing and Concealing the Defeat Devices**

3 528. The Utah Plaintiffs assert this fraudulent concealment theory against all
4 Defendants.

5 529. Each Defendant committed fraud by installing and calibrating emission control
6 devices in the Fraudulent Vehicles, which were unlawfully concealed from regulators and
7 consumers alike. In uniform advertising and materials provided with each Fraudulent Vehicle, the
8 Fiat Chrysler Defendants concealed from the Utah Plaintiffs that the emission treatment
9 technology de-activated under real-world driving conditions.

10 530. The Fiat Chrysler Defendants intentionally concealed, suppressed, and failed to
11 disclose the facts that the Fraudulent Vehicles had defective emission controls and/or emitted
12 unlawfully high levels of pollutants such as NOx. These Defendants, along with VM Motori and
13 the Bosch Defendants, knew or should have known the true facts, due to their involvement in the
14 design, installment, and calibration of the emission treatment technology in the Fraudulent
15 Vehicles. And yet, at no time did any of these Defendants reveal the truth to the Utah Plaintiffs.
16 To the contrary, each Defendant concealed the truth, intending for the Utah Plaintiffs to rely -
17 which they did.

18 531. A reasonable consumer would not have expected that the emission treatment
19 technology in the Fraudulent Vehicles de-activated under real-world driving conditions or that the
20 Fraudulent Vehicles would spew unmitigated NOx during city or highway driving. The Utah
21 Plaintiffs did not know of the facts which were concealed from them by Defendants. Moreover,
22 as consumers, the Utah Plaintiffs did not, and could not, unravel the deception on their own.

23 532. Defendants had a duty to disclose that the emission treatment technology is de-

1 activated under real-world driving conditions and that the Fraudulent Vehicles spewed unmitigated
2 NOx during real-world conditions. Defendants had such a duty because the true facts were known
3 and/or accessible only to them and because they knew these facts were not known to or reasonably
4 discoverable by Plaintiffs.

5 533. Fiat Chrysler and VM Motori also had a duty to disclose the true nature of the
6 emission controls in light of their statements about the qualities of the EcoDiesel® engines and the
7 Fraudulent Vehicles' emissions levels, which were misleading, deceptive, and incomplete without
8 the disclosure of the fact that the emission treatment technology is de-activated under real-world
9 driving conditions and that the Fraudulent Vehicles spewed unmitigated NOx during real-world
10 conditions. Fiat Chrysler held out the Fraudulent Vehicles as reduced emission diesel vehicles,
11 when in fact, they were unlawfully high emission vehicles. Having volunteered to provide
12 information to the Utah Plaintiffs, Fiat Chrysler and VM Motori had the duty to disclose the whole
13 truth. On information and belief, Fiat Chrysler has still not made full and adequate disclosures
14 and continues to defraud the Utah Plaintiffs by concealing material information regarding the
15 emissions qualities of the Fraudulent Vehicles.
16

17 534. But for Defendants' fraud, the Utah Plaintiffs would not have purchased the
18 Fraudulent Vehicles, or would have paid less for them. The Utah Plaintiffs have sustained damage
19 because they acquired vehicles that were not as represented and because they own Fraudulent
20 Vehicles that should never have been placed in the stream of commerce and are diminished in
21 value as a result of Defendants' fraud. Accordingly, Defendants are liable to the Utah Plaintiffs
22 for damages in an amount to be proven at trial.
23

24 535. Defendants are liable to the Utah Plaintiffs for damages, including economic and
25 non-economic damages (including, without limitation, damages for embarrassment, humiliation,
26

1 inconvenience, mental anguish and emotional distress) in an amount to be proven at trial, for which
2 the Utah Plaintiffs sue Defendants. Defendants have acted with actual/malice in fact and legal
3 malice, that is, conduct that manifests a reckless disregard or indifference to the rights and safety
4 of others. Defendants' conduct thus warrants the award of substantial punitive damages in an
5 amount to be determined at trial, for which the Utah Plaintiffs sue Defendants.
6

7

UTAH COUNT 2-
VIOLATIONS OF UTAH CONSUMER SALES PRACTICES ACT
(Utah Code Ann. § 13-11-1, *et seq.*)
(On behalf of the Utah Plaintiffs)

8

9

10 536. The Utah Plaintiffs incorporate by reference each preceding paragraph as though
11 fully set forth herein.

12 537. The Utah Plaintiffs have complied with all applicable, pre-suit notice letter
13 provisions, if any.

14 538. The Utah Plaintiffs are "persons" under the Utah Consumer Sales Practices Act
15 ("Utah CSPA"), Utah Code § 13-11-3(5).

16 539. The sales and leases of the Fraudulent Vehicles to the Utah Plaintiffs were
17 "consumer transactions" within the meaning of Utah Code § 13-11-3(2).

18 540. Defendants are "suppliers" within the meaning of Utah Code § 13-11-3(6).

19 541. The Utah CSPA makes unlawful any "deceptive act or practice by a supplier in
20 connection with a consumer transaction." Specifically, "a supplier commits a deceptive act or
21 practice if the supplier knowingly or intentionally: (a) indicates that the subject of a consumer
22 transaction has sponsorship, approval, performance characteristics, accessories, uses, or benefits,
23 if it has not" or "(b) indicates that the subject of a consumer transaction is of a particular standard,
24 quality, grade, style, or model, if it is not." Utah Code § 13-11-4. "An unconscionable act or
25

1 practice by a supplier in connection with a consumer transaction" also violates the Utah CSPA.
2 Utah Code § 13-11-5.

3 542. In the course of their business, through their agents, employees, and/or subsidiaries,
4 violated the Utah CSPA.

5 543. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
6 misrepresented the environmental friendliness and emissions of the Fraudulent Vehicles through
7 the EcoDiesel badge—a material fact that was false because the Defendants developed and
8 installed emission cheating components in the Fraudulent Vehicles that caused them to pollute
9 excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and
10 uniform and pervasive consumer communications, the Fraudulent Vehicles' fuel efficiency and
11 performance, and the Defendants concealed that the fuel efficiency and performance could be
12 achieved only through emission control devices in the Fraudulent Vehicles that caused them to
13 pollute excessively in real-world conditions; and (3) the Defendants developed and installed
14 emission cheating components that caused the Fraudulent Vehicles to pollute excessively in real-
15 world conditions, and fraudulently concealed that fact from regulators and the Utah Plaintiffs
16 alike. In so doing, and by marketing, offering for sale, and selling the defective Fraudulent
17 Vehicles, Defendants violated the Utah CSPA

21 544. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
22 emission control system were material to the Utah Plaintiffs, as Defendants intended. Had they
23 known the truth, the Utah Plaintiffs would not have acquired the Fraudulent Vehicles, or—if the
24 Fraudulent Vehicles' true nature had been disclosed and mitigated—would have paid
25 significantly less for them. The Utah Plaintiffs suffered ascertainable loss and actual damages,
26 including economic and non-economic damages (including, without limitation, damages for
27
28

1 embarrassment, humiliation, inconvenience, mental anguish and emotional distress) as a direct
2 and proximate result of Defendants' misrepresentations and its concealment of and failure to
3 disclose material information. The Utah Plaintiffs also suffered diminished value of their
4 vehicles, as well as lost or diminished use.

5 545. The Utah Plaintiffs had no way of discerning that Defendants' representations were
6 false and misleading, or otherwise learning the facts that Defendants had concealed or failed to
7 disclose, because Defendants' emission control software was extremely sophisticated technology.
8 The Utah Plaintiffs did not, and could not, unravel Defendants' deception on their own.

9 546. Defendants had an ongoing duty to the Utah Plaintiffs to refrain from unfair and
10 deceptive practices under the Utah CSPA in the course of their business. Specifically, Defendants
11 owed the Utah Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel®
12 emission control system because they possessed exclusive knowledge, they intentionally
13 concealed it from the Utah Plaintiffs, and/or they made misrepresentations that were rendered
14 misleading because they were contradicted by withheld facts.

15 547. Defendants' unfair or deceptive acts or practices were likely to and did in fact
16 deceive regulators and reasonable consumers, including the Utah Plaintiffs, about the true
17 environmental cleanliness and efficiency of the Fraudulent Vehicles, the quality of the Defendants'
18 brands, the devaluing of environmental cleanliness and integrity of Defendants, and the true value
19 of the Fraudulent Vehicles.

20 548. Defendants' violations present a continuing risk to the Utah Plaintiffs as well as to
21 the general public. Defendants' unlawful acts and practices complained of herein affect the public
22 interest.

549. Pursuant to the Utah CSPA, the Utah Plaintiffs hereby sue Defendants for actual damages, including economic and non-economic damages (including, without limitation, damages for embarrassment, humiliation, inconvenience, mental anguish and emotional distress). Plaintiffs further sue Defendants for punitive damages plus attorneys' fees and court costs per Utah Code § 13-11-19 plus any other just and proper relief to the extent available under the Utah CSPA.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs, respectfully request that the Court enter judgment in Plaintiffs' favor and against Defendants, as follows:

- A. Economic damages, non-economic damages (including, without limitation, damages for emotional distress, embarrassment, humiliations, and mental anguish), and disgorgement of Defendants' profits or unjust enrichment in an amount to be determined at trial;
 - B. Statutory damages;
 - C. Rescission of the contracts for sale or lease;
 - D. Punitive and additional damages;
 - E. An order requiring Defendants to pay both pre- and post-judgment interest on any amounts awarded;
 - F. An award of costs and attorneys' fees; and
 - G. Such other or further relief as may be appropriate.

1 DATED: December ___, 2018
2

3 Respectfully submitted,
4

5 */s/ Charles S. Miller*
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15 **ATTORNEYS FOR PLAINTIFFS**
16

17 **CERTIFICATE OF SERVICE**
18

19 I hereby certify that on the ____ day of December, 2018, I filed the foregoing from the
20 Service List and a copy of has been served on all Parties required to be served by electronically
21 filing with the Clerk of the Court of the U. S. District Court for the Northern District of
22 California, San Francisco Division, by using the CM/ECF system.
23

24 */s/ Charles Miller* _____
25 Charles Miller
26
27
28